Company Tracking Number: NGRPACCSR

TOI: H02G Group Health - Accident Only Sub-TOI: H02G.000 Health - Accident Only

Product Name: Accident Only
Project Name/Number: Special Risk/1

Filing at a Glance

Company: National Guardian Life Insurance Company

Product Name: Accident Only SERFF Tr Num: NGLI-127798646 State: Arkansas TOI: H02G Group Health - Accident Only SERFF Status: Closed-Approved-State Tr Num: 50202

Closed

Sub-TOI: H02G.000 Health - Accident Only Co Tr Num: NGRPACCSR State Status: Approved-Closed

Filing Type: Form Reviewer(s): Rosalind Minor
Authors: Bill Dougherty, John Disposition Date: 11/16/2011

Martin

Date Submitted: 11/07/2011 Disposition Status: Approved-

Closed

Implementation Date Requested: On Approval Implementation Date:

State Filing Description:

General Information

Project Name: Special Risk Status of Filing in Domicile: Not Filed

Project Number: 1 Date Approved in Domicile:

Requested Filing Mode: Review & Approval Domicile Status Comments: Pending Filing in

Domicile.

Explanation for Combination/Other: Market Type: Group

Submission Type: New Submission Group Market Size: Small and Large

Group Market Type: Employer, Blanket, Trust Overall Rate Impact:

Filing Status Changed: 11/16/2011

State Status Changed: 11/16/2011 Deemer Date:
Created By: John Martin Submitted By:

Created By: John Martin

Submitted By: John Martin

Corresponding Filing Tracking Number:

Filing Description:

RE: National Guardian Life Insurance Company NAIC #: 66583

FEIN #: 39-0493780

Accident Only Policy: NGRPACCSR-AR 7/11

Accident Only Certificate of Insurance: NCRTACCSR-AR 7/11

Company Tracking Number: NGRPACCSR

TOI: H02G Group Health - Accident Only Sub-TOI: H02G.000 Health - Accident Only

Product Name: Accident Only
Project Name/Number: Special Risk/1

Certificate Schedule Insert Page: NSCHACCSR 7/11

Application: ACCAPP 7/11

Participation Agreement: ACCENROLL 7/11

Enclosed for your review and approval are the above referenced forms, in final format, which are being submitted on behalf of National Guardian Life Insurance Company. These are new forms and are not intended to replace any forms previously approved by your Department.

Accident Only Policy Form NGRPACCSR-AR 7/11 is designed to provide accident-only insurance benefits to eligible persons. Coverage for dependents is also available. The policy will be issued on a group basis (e.g. to employer groups) or on a blanket basis (e.g. covering all camp or event participants). The policy may also be issued to a trust allowing for the coverage of eligible persons on either a group or blanket basis. National Guardian Life Insurance Company does not have any current or prospective Trust or Multiple Employer Trust clients in Arkansas. In the event that the forms are issued to a Trusted group National Guardian Life Insurance Company will submit a copy of the Trust Agreement and, if applicable, the Multiple Employer Trust registration, to the Department indicating the form series under which the Policy will be issued.

Certificate of Insurance form NCRTACCSR-AR 7/11 provides a description of the essential provisions of the policy and will be provided to the Policyholder for delivery to persons insured when the policy is issued on a group insurance basis. To the extent that the policy is issued on a blanket basis, the certificate form would not be used.

Certificate Schedule insert page NSCHACCSR 7/11 is a form that can be used to customize the certificate Schedule of Benefits. The use of this form is optional and will depend on the policy's benefit design and the capabilities of different administrators. Please note that in all areas we wish to retain the ability to format the information as may be required by the individual administrator.

Application Form ACCAPP 7/11 will be used to issue the policy to the policyholder.

Participation Agreement form ACCENROLL 7/11 will be used when the Policy is issued to a trust. This form will be completed with information that is specific to the Participating Organization.

You will notice that certain areas of text in the referenced forms are bracketed to indicate our request that they be approved as variable. Regarding our desire to allow for variable areas, please understand that we are seeking approval of these forms on a general use basis. Therefore, much of the Policy and corresponding Certificate content is subject to variation as terms and conditions will be negotiated with the policyholder. In order to respond to a specific policyholder's requirements, we have designed the Policy and Certificate as noted below.

Company Tracking Number: NGRPACCSR

TOI: H02G Group Health - Accident Only Sub-TOI: H02G.000 Health - Accident Only

Product Name: Accident Only
Project Name/Number: Special Risk/1

Variability, as indicated by the use of "[]" brackets, is being requested for content where required language may change subject to underwriting modification or negotiations with the policyholder. Examples of this type of variability are the use of brackets in the descriptions of eligible persons, all scheduled information and benefit amounts. We hereby acknowledge that the use of such variability is limited to that allowed by law and regulation.

Variability for inclusion or exclusion, as indicated by use of "{ }" brackets, is being reserved for certain words, phrases and items that may not appear at all in a given policy when issued. The latter request is needed so that we can delete text that is not applicable to the case specific plan details. Examples of this type of variability include removing all dependent references when writing insured only coverage or eliminating certain exclusions when they are not applicable to the coverage being written.

Company and Contact

Filing Contact Information

John Martin, jmartin@exlllc.com
EXL, LLC 612-545-5673 [Phone]

6625 Lyndale Avenue South, Suite 400

Richfield, MN 55423

Filing Company Information

National Guardian Life Insurance Company CoCode: 66583 State of Domicile: Wisconsin

P.O. Box 1191 Group Code: Company Type: LAH
Madison, WI 53701-1191 Group Name: State ID Number:

(800) 626-7931 ext. 5325[Phone] FEIN Number: 39-0493780

Filing Fees

Fee Required? Yes
Fee Amount: \$250.00
Retaliatory? No

Fee Explanation: 5 forms @\$50.00 per form=\$250

Per Company: No

COMPANY AMOUNT DATE PROCESSED TRANSACTION #

National Guardian Life Insurance Company \$250.00 11/07/2011 53535989

 SERFF Tracking Number:
 NGLI-127798646
 State:
 Arkansas

 Filing Company:
 National Guardian Life Insurance Company
 State Tracking Number:
 50202

Company Tracking Number: NGRPACCSR

TOI: H02G Group Health - Accident Only Sub-TOI: H02G.000 Health - Accident Only

Product Name: Accident Only
Project Name/Number: Special Risk/1

Correspondence Summary

Dispositions

StatusCreated ByCreated OnDate SubmittedApproved-Rosalind Minor11/16/201111/16/2011

Closed Objection Letters and Response Letters

Objection Letters Response Letters Status Responded By **Date Submitted Created By** Created On Date Submitted **Created On** Rosalind Minor 11/08/2011 Pending 11/08/2011 John Martin 11/09/2011 11/09/2011 Industry Response

Company Tracking Number: NGRPACCSR

TOI: H02G Group Health - Accident Only Sub-TOI: H02G.000 Health - Accident Only

Product Name: Accident Only
Project Name/Number: Special Risk/1

Disposition

Disposition Date: 11/16/2011

Implementation Date: Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

 SERFF Tracking Number:
 NGLI-127798646
 State:
 Arkansas

 Filing Company:
 National Guardian Life Insurance Company
 State Tracking Number:
 50202

Company Tracking Number: NGRPACCSR

TOI: H02G Group Health - Accident Only Sub-TOI: H02G.000 Health - Accident Only

Product Name: Accident Only
Project Name/Number: Special Risk/1

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification	Approved-Closed	Yes
Supporting Document	Application	Approved-Closed	Yes
Supporting Document	Filing Authorization	Approved-Closed	Yes
Form (revised)	Accident Only Policy	Approved-Closed	Yes
Form	Accident Only Policy	Replaced	Yes
Form (revised)	Accident Only Certificate of Insurance	Approved-Closed	Yes
Form	Accident Only Certificate of Insurance	Replaced	Yes
Form	Certificate Schedule Insert Page	Approved-Closed	Yes
Form	Policy Application	Approved-Closed	Yes
Form	Participation Agreement	Approved-Closed	Yes

Company Tracking Number: NGRPACCSR

TOI: H02G Group Health - Accident Only Sub-TOI: H02G.000 Health - Accident Only

Product Name: Accident Only
Project Name/Number: Special Risk/1

Objection Letter

Objection Letter Status Pending Industry Response

Objection Letter Date 11/08/2011 Submitted Date 11/08/2011

Respond By Date Dear John Martin,

This will acknowledge receipt of the captioned filing.

Objection 1

- Accident Only Policy, NGRPACCSR-AR 7/11 (Form)
- Accident Only Certificate of Insurance, NCRTACCSR-AR 7/11 (Form)

Comment:

Our Department will not approve exclusions for terrorism in life or accident and health contracts. The Department's position is that losses due to acts of terrorism are so inherent to the risk purported to be assumed in the general coverage of the contract, that any exclusion of such losses would be inconsistent with the general coverage of the contract. In that regard, please refer to ACA 23-79-110(a)(2).

Thank you for your cooperation.

A.C.A. 23-79-109(1)-(5) sets forth the procedure by which filings may be deemed approved upon the expiration of certain time periods with no affirmative action by the commissioner. If the commissioner determines that additional information is needed to make a decision regarding approval, such request for information will be made to the company. The filing will not be considered complete until said additional information is received. The time periods set forth in this statute will not begin to run until the filing is complete.

Please feel free to contact me if you have questions.

Sincerely,

Rosalind Minor

Company Tracking Number: NGRPACCSR

TOI: H02G Group Health - Accident Only Sub-TOI: H02G.000 Health - Accident Only

Product Name: Accident Only
Project Name/Number: Special Risk/1

Response Letter

Response Letter Status Submitted to State

Response Letter Date 11/09/2011 Submitted Date 11/09/2011

Dear Rosalind Minor,

Comments:

Thank you for your letter of November 8, 2011 regarding this filing.

Response 1

Comments: We have modified both the policy and certificate forms to remove the terrorism exclusion. We trust that the changes meet withe the Departments approval.

Related Objection 1

Applies To:

- Accident Only Policy, NGRPACCSR-AR 7/11 (Form)
- Accident Only Certificate of Insurance, NCRTACCSR-AR 7/11 (Form)

Comment:

Our Department will not approve exclusions for terrorism in life or accident and health contracts. The Department's position is that losses due to acts of terrorism are so inherent to the risk purported to be assumed in the general coverage of the contract, that any exclusion of such losses would be inconsistent with the general coverage of the contract. In that regard, please refer to ACA 23-79-110(a)(2).

Thank you for your cooperation.

Changed Items:

No Supporting Documents changed.

Form Schedule Item Changes

Form Name Form Edition Form Type Action Action Readability Attach

SERFF Tracking Number: NGLI-127798646 State: Arkansas 50202 Filing Company: National Guardian Life Insurance Company State Tracking Number: Company Tracking Number: NGRPACCSR TOI: H02G Group Health - Accident Only Sub-TOI: H02G.000 Health - Accident Only Product Name: Accident Only Special Risk/1 Project Name/Number: Number Date Specific Score Document Data Accident Only Policy **NGRPAC** Policy/Contract/Fraternal Initial 50.700 **NGLIC** CSR-AR Certificate Arkansas 7/11 Special Risk Policy 110911.pd **Previous Version** Accident Only Policy Policy/Contract/Fraternal Initial **NGLIC NGRPAC** 50.700 CSR-AR Certificate Arkansas 7/11 Special Risk Policy.pdf Accident Only **NCRTAC** Certificate Initial 50.700 **NGLIC** Certificate of Insurance CSR-AR Arkansas 7/11 Special Risk Certificate 110911.pd f **Previous Version** Accident Only Certificate Initial 50.700 **NGLIC NCRTAC** Certificate of Insurance CSR-AR Arkansas 7/11 Special Risk Certificate.

No Rate/Rule Schedule items changed.

Sincerely,

Bill Dougherty, John Martin

pdf

 SERFF Tracking Number:
 NGLI-127798646
 State:
 Arkansas

 Filing Company:
 National Guardian Life Insurance Company
 State Tracking Number:
 50202

Company Tracking Number: NGRPACCSR

TOI: H02G Group Health - Accident Only Sub-TOI: H02G.000 Health - Accident Only

Product Name: Accident Only
Project Name/Number: Special Risk/1

Form Schedule

Lead Form Number: NGRPACCSR-AR 7/11

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
Approved- Closed 11/16/2011	SR-AR	Policy/Cont ract/Fraterr al Certificate	Accident Only Policy	Initial		50.700	NGLIC Arkansas Special Risk Policy 110911.pdf
Approved- Closed 11/16/2011	SR-AR	Certificate	Accident Only Certificate of Insurance	Initial		50.700	NGLIC Arkansas Special Risk Certificate 110911.pdf
Approved- Closed 11/16/2011	SR 7/11		Certificate Schedule Insert Page	Initial			NGLIC Special Risk Certificate Schedule.pdf
Approved- Closed 11/16/2011	7/11	Application, Enrollment Form	Policy Application	Initial			NGLIC Special Risk Policy App.pdf
Approved- Closed 11/16/2011	LL 7/11		Participation Agreement	Initial			NGLIC Special Risk PA Application.pd



A Mutual Company Incorporated in 1909

PO Box 1191 • Madison, WI 53701-1191 • Phone 800-988-0826

ACCIDENT ONLY POLICY

Underwritten by: National Guardian Life Insurance Company

Two East Gilman Street

P.O. Box 1191

Madison, WI 53701-1191

Administrator: [TPA Name

TPA Street Address TPA City, State, Zip TPA Toll-Free Number]

This is a legal contract between us, **National Guardian Life Insurance Company**, and you, [**The XYZ Company**], (Policyholder).

Policy Number: [012345]

Policy Effective Date: [01/01/11] Policy Anniversary Date: [01/01]

<u>Policy Term</u>: This policy will go into effect on the Policy Effective Date. All periods of insurance for a Covered Person begin and end at 12:01 A.M. Standard Time at the Policyholder's address. Unless this policy is ended by you or us (see "Termination of Policy" in GENERAL PROVISIONS), it may be renewed by payment of the required premiums, at the rates in effect on each premium due date.

SCOPE OF COVERAGE: Insurance is provided for covered losses. A covered loss is one which:

- 1. is set forth in the DESCRIPTION OF BENEFITS provisions;
- 2. results from Injury; and

Secretary

3. is covered by a Policy Hazard.

This coverage is subject to the exclusions, and to all of the other terms of this policy. This policy will be governed by the laws of Arkansas {and, to the extent applicable, the Employee Retirement Income Security Act of 1974 (ERISA) and any of its amendments}.

Executed at Madison, Wisconsin on the Policy Effective Date.

President

Mark I Solven

THIS IS A LIMITED BENEFIT ACCIDENT ONLY POLICY
READ IT CAREFULLY
BENEFITS ARE NOT PAYABLE FOR LOSS DUE TO SICKNESS

TABLE OF CONTENTS

[Schedule of Benefits	Page XX
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{Aggregate Limit of Liability	Page XX}
Premium Provisions	Page XX
Claim Provisions	Page XX
General Policy Provisions	Page XX

ATTACHMENTS AT ISSUE:

APPLICATION PARTICIPATION AGREEMENTS]

SCHEDULE OF BENEFITS

[PARTICIPATING ORGANIZATION:

ELIGIBLE CLASS:

Eligible Persons Are:

Eligible Class	<u>Description</u>
1	All active full time employees classified as Managers, domiciled in the United States.
2	All employees classified as Officers
3	Non-employee Members of the Board of Directors
4	All employees other than those classified as Managers and Officers

Eligible Classes are afforded the following:

Covered Policy Hazards	Eligible Classes
------------------------	------------------

Acts of Terrorism Coverage Classes 1 and 2

Non-employee Director Coverage Class 3

24 Hour Coverage Classes 1, 2 and 4

<u>Covered Policy Hazards</u> <u>Eligible Classes</u>

Owned /Leased Aircraft Coverage Classes 1, 2 and 4

Description of Aircraft: License Number NC12345, 2000 Cessna Citation, 8

passenger, 2 crew

Specific Trip Coverage Classes 1, 2 and 4

Description of Specific Trip: Class I employees travelling in Europe 01/01/12

through 01/10/12

Sponsored Activity Coverage Classes 1, 2 and 4

Description of Sponsored Activity:

Company Dinner

War Risk Coverage Classes 1, 2 and 4

War Risk Excluded Countries: None

Premium: \$xxx,xxx Premium Due Date: xx/xx/xx

Policyholder Grace period: 31 days

Rate change notice to [Policyholder]: 31 days

Rate Guarantee 24 months

Individual Reinstatement: 6 months

ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT

Principal Sums: Class 1 and 4: \$x,xxx Class 2 and 3: \$xx,xxx

For Insureds age 75 and over, the Principal Sum is subject to automatic reduction. Upon the Insured's

attainment of the specified age below, the Principal Sum will be reduced to the applicable percentage. This reduction also applies to Insureds who are age 75 or over on their Individual Effective Date.

Age Percentage of available or in force amount at age 75

75-79 50% 80+ 25%

Spouse and Dependent Children Accidental Death and Dismemberment Benefit

Spouse with no Dependent Child(ren) covered: 50% of the Insured's Principal Sum Spouse with Dependent Child(ren) covered: 40% of the Insured's Principal Sum

Each Dependent Child:10% of the Insured's Principal Sum

Each Dependent Child (if no Spouse):15% of the Insured's Principal Sum

INCREASED DISMEMBERMENT BENEFIT FOR CHILDREN:

Principal Sum: \$x,xxx
Maximum Benefit \$xx,xxx

SPECIFIED ACCIDENTAL INJURY BENEFITS

Principal Sums: Class 1 and 4: \$x,xxx Class 2 and 3: \$xx,xxx

ACCIDENT WEEKLY INCOME BENEFIT:

Waiting Period xx weeks/xx days of Total Disability

Maximum Benefit Period: xx Weeks Weekly Benefit Amount \$xxx

HOSPITAL CONFINEMENT BENEFIT:

Waiting Period: xx Weeks from the first day of confinement

Maximum Benefit Period:x MonthsMinimum Daily Benefit:\$xxxMonthly Benefit Amount\$x,xxx

ACCIDENTAL MEDICAL/DENTAL EXPENSE BENEFIT:

Deductible: \$XXX

Benefit Percentage: XX%

Benefit Maximum: \$xx,xxx

Benefit Period [104 weeks]

WAR RISK MAXIMUM BENEFIT: \$xx,xxx

PERMANENT TOTAL DISABILITY BENEFIT: \$xx,xxx per week/per month

FELONIOUS ASSAULT BENEFIT: \$xx,xxx

SEATBELT [AND AIR BAG] BENEFIT: \$xx,xxx

[ADDITIONAL AIR BAG BENEFIT \$x,xxx]

MINIMUM BENEFIT \$x,xxx

COMMON CARRIER BENEFIT: \$xx,xxx

COMMON ACCIDENT BENEFIT: \$xx,xxx

EDUCATION BENEFIT: \$xx,xxx per year

SPOUSE RETRAINING MAXIMUM BENEFIT: \$xx,xxx SPOUSE CRITICAL PERIOD BENEFIT: \$xx,xxx

CHILD CARE BENEFIT: \$xx,xxx per 12 month period COMA BENEFIT: \$xx,xxx per week/per month

LUMP SUM BENEFIT \$xx,xxx

CONTINUATION OF MEDICAL COVERAGE BENEFIT: \$xx,xxx per 12 month period

MAXIMUM BENEFIT AMOUNT \$xx,xxx

EMERGENCY MEDICAL EVACUATION BENEFIT MAXIMUM: \$xx,xxx

MEDICAL DISABILITY REPATRIATION BENEFIT MAXIMUM: \$xx,xxx

REPATRIATION OF REMAINS BENEFIT MAXIMUM: \$xx,xxx

REPATRIATION OF REMAINS BENEFIT MAXIMUM: \$xx,xxx THERAPEUTIC COUNSELING BENEFIT: \$xx,xxx

HIV OCCUPATIONAL ACCIDENT BENEFIT \$xx,xxx HOME ALTERATION AND VEHICLE MODIFICATION MAXIMUM BENEFIT \$xx,xxx CRITICAL BURN BENEFIT \$xx,xxx BRAIN DAMAGE BENEFIT \$xx,xxx

Aggregate Limits of Liability: \$x,xxx,xxx

DEFINITIONS

The terms shown below shall have the meaning given in this section whenever they appear in the policy. Additional terms may be defined within the provision to which they apply.

"Accident" means a sudden, unexpected and unintended incident that occurs while coverage is in force with respect to the person whose Injury is the basis of the claim and that results in Injury or loss covered by the policy.

{Active Work/Actively At Work" means expending time and energy in the performance of regular duties [for the Policyholder] at the Insured's usual place of employment, or at a location to which [the Policyholder] requires the Insured to travel and for which the Insured is receiving Earnings for such duties. An Insured will be considered Actively at Work on each regularly scheduled non work day if he or she was Actively At Work on the immediately preceding scheduled work day.}

{"Aircraft" means a vehicle which:

- 1. has a valid certificate of airworthiness; and
- 2. is being flown by a pilot with a valid license appropriate to the Aircraft.}

{"Business Travel" means a trip, {including Personal Deviation {and Sojourn}}, while on [Policyholder] Business. The business trip must require the Insured to travel away from the premises of his/her regular place of employment. For the purposes of going on a business trip, the trip will begin on the last to occur:

- 1. when the Insured leaves his or her home; or
- 2. when the Insured leaves his/her place of regular employment.

The trip will end when the Insured:

- 1. arrives at his/her home or place of regular employment, whichever happens first; {or
- 2. makes a Personal Deviation.}

Business Travel does not include commuting between the Insured's home and place of work.

{"Chartered Aircraft" means Aircraft which is hired by [the Policyholder:]

- 1. for one purpose, trip or general use; and
- 2. for a period of time not to exceed [10] consecutive days.

Chartered Aircraft does not include Aircraft which is:

- 1. Owned or Leased; or
- 2. hired on a regular or frequent basis, by the [Policyholder].}

("Covered Dependent" means an Eligible Dependent who is a Covered Person.)

"Covered Person" means an Insured {and where applicable Eligible Dependents for whom application is made and who are approved to participate in the benefit plans issued under the policy, provided the required premium for such Dependents' insurance is paid when due}.

{"Doctor" means a licensed practitioner of the healing arts acting within the scope of such license. Doctor does not include the Covered Person, the Covered Person's spouse, child, parent, brother, sister, or a person living with the Covered Person.}

{"Earnings" means the Insured's Annual rate of pay as reported by [the Policyholder]. It does [not include overtime, bonus, or additional compensation or pay for more than 40 hours a week].}

{"Eligible Dependents" means:

- 1. the Insured's lawful spouse {under the age of [65]} {or
- 2. a person with whom the Insured forms a civil union according to applicable law;}; and
- 3. the Insured's {unmarried} children {who are age 14 days or older, but} less than age [26]. { An unmarried child who is less than age [26] may also be included if the child is enrolled full-time in an accredited school or college.}

Dependent children may include stepchildren, foster children, legally adopted children, children of adopting parents pending finalization of adoption procedures and children for whom coverage has been court-ordered {and otherwise eligible children who are born or brought into a civil union that has been established according to applicable law}.

{Dependent children (other than those for whom coverage has been court-ordered), must:

- a. have their principal residence with the Insured; and
- b. chiefly rely on the Insured for support and maintenance. }

{"Felonious Assault" means an act of violence against the [Insured] as [an employee] of the [Policyholder].}

"Full-time" means working [for the Policyholder an average of at least 30 hours per week, unless otherwise shown on the Schedule of Benefits.]

{"Hospital" means an institution which:

- 1. is operated pursuant to law;
- 2. is primarily and continuously engaged in providing medical care and treatment to sick and injured persons on an Inpatient basis;
- 3. is under the supervision of a staff of Doctors;
- 4. provides 24-hour nursing service by or under the supervision of a graduate registered nurse (R.N.);
- 5. has medical, diagnostic and treatment facilities, with major surgical facilities;
 - a. on its premises; or
 - b. available to it on a prearranged basis; and
- 6. charges for its services.

Hospital does not include:

- 1. a clinic or facility for:
 - a. convalescent, custodial, educational or nursing care;
 - b. the aged, drug addicts or alcoholics;
 - c. rehabilitation; or
- 2. a military or veterans hospital or a hospital contracted for or operated by a national government or its agency unless:
 - a. services are rendered on an emergency basis; and
 - b. a legal liability exists for the charges made to the individual for such services in the absence of insurance.}

"Injury" means bodily harm which results, directly and independently of all other causes, from an Accident.

{"Inpatient" means a Covered Person who is provided at least one day's room and board by a Hospital.}

"Insured" means any Eligible Person who makes application for, or for whom application is made and who is approved to participate in the benefit plans issued under the policy, provided the required premium for such Person's insurance is paid when due.

{"Leased Aircraft," means an Aircraft for which [the Policyholder] has a written lease under whose terms, the Aircraft:

1. can be used at [the Policyholder's] discretion;

- 2. can be used by [the Policyholder] for 2 or more trips or for more than 10 consecutive days;
- 3. cannot be altered or sold by [the Policyholder], without the consent of the lessor or owner.}

{"Operated or Controlled Aircraft" means an Aircraft which:

- 1. has been leased[, rented or borrowed] by [the Policyholder] for at least [10] consecutive days;
- 2. can be used at [the Policyholder]'s discretion; and
- 3. cannot be altered or sold by [the Policyholder] without the consent of the owner or lessor.

Operated or Controlled Aircraft does not include any Owned Aircraft.}

{"Owned Aircraft" means Aircraft to which [the Policyholder] holds legal or equitable title.}

{"Personal Deviation" means a non-business activity undertaken in conjunction with a business trip that would not have been undertaken were it not for the business trip.}

{"[Policyholder] Business" means on assignment by or with the authorization of [the Policyholder] for the purpose of furthering the business of [the Policyholder];

[Policyholder] Business does not include commuting and bonafide leaves of absence or vacations.}

{"Private Passenger Automobile" means a listed four-wheel vehicle which is:

- 1. validly registered; and
- 2. {if other than a Policyholder owned vehicle, }NOT licensed commercially. Listed Vehicles are limited to private passenger cars, station wagons, sport-utility vehicles, pick-up trucks, and van-type cars.}

"Sickness" means disease, bodily or mental infirmity or medical or surgical treatment thereof, bacterial or viral infection, regardless of how contracted. This does not include bacterial infection that is the natural and foreseeable result of an accidental cut or wound, or accidental food poisoning.

{"Sojourn" means a temporary stay before, during or after a business trip that would not have been taken were it not for the business trip.}

{"Total Disability" or "Totally Disabled" means:

- with respect to the Insured, the complete inability to perform all of the substantial and material duties and functions of his or her occupation and any other gainful occupation in which the same or substantially the same compensation is earned as was earned prior to disability; and
- 2. with respect to any other Covered Person, confinement as an Inpatient in a Hospital.}

(PARTICIPATING ORGANIZATION EFFECTIVE AND TERMINATION DATES

Participating Organization Effective Date. The Participating Organization's coverage under the policy takes effect at 12:01 a.m. on the Participating Organization Effective Date indicated on the Participation Agreement.

Coverage Termination by Us. We may terminate the Participating Organization's coverage on any premium due date on or after the Initial Rate Period through which premium rates have been guaranteed, as indicated on the Participation Agreement.

We will provide [31] days advance written notice of our intent to terminate by mail or personal delivery. Termination will take effect at 11:59 p.m. at the Policyholder's address on the date of termination.

Coverage Termination by the Participating Organization. The Participating Organization may terminate coverage under the policy by mailing or delivering to us written notice at least [31] days in advance of the termination date. Termination will take effect at 11:59 p.m. at the Policyholder's address on the termination date specified in such notice.

Coverage Termination by Both Parties. Coverage under the policy may be terminated at any time by the mutual written consent of the Participating Organization and us.

Coverage Termination for Non-Payment of Premium. If any premium is not paid by the end of the grace period specified in the Participation Agreement, coverage under the policy will automatically terminate at 11:59 p.m. at the Policyholder's address on the premium due date.}

PROVISIONS CONCERNING COVERED PERSONS

Eligibility: Eligible Persons are described on the Schedule of Benefits. This includes anyone who may become eligible while the policy is in force.

Effective Dates: An Eligible Person will become an Insured on the latest of the following {provided the first premium is paid and the Eligible Person is alive on the Effective Date}:

- 1. the [Policy] Effective Date; or
- 2. {the [Participating Organization's effective date; or}
- 3. {the [date the person enrolls] if such person becomes eligible after the Policy Effective Date and the person's enrollment and premium are received within [31 days] after the date the person becomes eligible; or}
- 4. {the [first day of the month following the] date the Eligible Person is approved for coverage; or}
- 5. as indicated on the Schedule of Benefits.

{Deferred Effective Dates: The effective date of coverage will be deferred for an Eligible Person who is [confined in an institution or at home, or is Totally Disabled] on the day such person's coverage would otherwise take effect. Coverage for such a person will take effect [on the first day of the month coinciding with or next following the date] when the Eligible Person is [given final medical release from such confinement or no longer Totally Disabled]. }

(Changes in Amounts of Insurance. Any increase in the amount of the [Insured's] amount of Insurance benefit [elected by the Insured] will take effect on the latest of the following:

- 1. the [first day of the month coinciding with or next following the] date of such increase, [if the Insured is Actively at Work or is not confined in an institution or at home on such date];
- 2. if the [Insured] was not [Actively at Work or was confined in an institution or at home] on the date the increase would otherwise become effective, the first [day of the month coinciding with or next following the first] full day following the day the [Insured returns to Active Work or is given final medical release from such confinement]; or
- 3. as indicated on the Schedule of Benefits.

Any decrease in the [Insured's] Insurance benefit will take effect on the [first day of the month coinciding with or next following the date of the request] of the decrease.}

(Changes in Amounts of Insurance. Any increase in the [Insured's] Benefit Amount will take effect on the premium due date following the date the Eligible Person is approved for the change.

Any decrease in the [Insured's] Benefit Amount will take effect on the premium due date coinciding with or next following the date of the request.}

{An Insured's Insurance will not be increased in excess of the Amount originally enrolled for unless he or she is approved by us for such excess amount. The Insured will become covered for the excess amount on the later of first day of the month following the date we approve the increased amount or as indicated on the Schedule of Benefits.}

Termination: Coverage for an Insured will end on the earliest of:

- 1. the [first day of the month coinciding with or next following the] date the Insured is no longer in an Eligible Class; or
- 2. the end of the period for which the last premium contribution is made;
- 3. the date the policy is terminated
- the date the Insured is on full time active duty in any Armed Forces. (Send us proof of service. We will refund any premium paid for this time.) This does not include Reserve or National Guard duty for training; or}
- (5. the date immediately following the date any coverage for which the insured is not required to make a contribution is terminated; or)

- (6. the [first day of the month coinciding with or next following the] date the Insured attains age [75]).
- {7. the Participating Organization's Termination Date.}

Termination will not affect a claim for a covered loss that occurs while the Insured's coverage is in force.

(Continuation of Coverage: Coverage can be continued by payment of premium for an Insured who is no longer eligible due to:

- 1. Total Disability; or
- 2. authorized leave of absence, (other than military leave).

Coverage so continued will end on the earliest of:

- 1. [6] months if the Insured ceases to be eligible due to Total Disability; or
- 2. [1] month if the Insured ceases to be eligible due to temporary layoff or approved leave of absence.
- 3. the end of the period for which the last premium is paid.

Termination will not affect a claim for a covered loss that occurs while the Insured's coverage is in force.}

{Coverage under the policy may also be extended to include Eligible Dependents.}

{Coverage for a newborn child of an Insured will automatically become effective on the date the newborn child becomes eligible for Insurance. Coverage for that child will end 31 days after this effective date unless: (1) each child of the Insured is covered under the policy on that date; or (2) the Insured has made written request for and paid the required contribution toward the cost of the child's coverage.}

{In any event: (1) a lawful spouse who is also an Eligible Person cannot be covered as a dependent of an Insured; and (2) dependent children of such persons will only be considered Eligible Dependents of one Insured.}

{Domestic Partner Coverage - An Insured may elect coverage under the policy for his or her qualified domestic partner and children of a qualified domestic partner who would be eligible for coverage if they were the Insured's children. The coverage provided to such persons will be on the same basis as that provided for an Eligible Dependent of the Insured.

"Qualified domestic partner" means either:

- 1. if the state in which the policy is delivered does not recognize domestic partnerships, a person: who is at least 18 years of age; who is not related to the Insured by blood; who has been living together with the Insured for at least 12 consecutive months; who is financially interdependent with the Insured for all living expenses; and, for whom a written affidavit of domestic partnership, acceptable to us, has been completed; or
- 2. if the state in which [the policy is issued/the Insured resides] recognizes domestic partnerships, a person who together with the Insured has filed and maintains a valid Declaration of Domestic Partnership with the [applicable regulatory body/Secretary of State] in the state in which [the policy is issued/the Insured resides].

An Insured may not have more than one qualified domestic partner nor may a person be a qualified domestic partner for more than one person. The Insured must notify the Administrator within 30 days if there is any change in the domestic partner status between the Insured and qualified domestic partner. A signed statement of termination of domestic partnership will be required. }

{Dependents Effective Date - Dependent insurance will become effective on the latest of the following {provided the first premium is paid and the Eligible Dependent is alive on the Dependents Effective Date}:

1. the Insured's effective date if the dependent is eligible as of the Insured's effective date and the Insured enrolls and pays premium for the dependent on or before that date; or

- 2. {the [date the Insured enrolls a dependent] if the dependent becomes eligible after the Insured's effective date and the enrollment and premium are received within [31 days] after the date the dependent becomes eligible; or}
- 3. {the [first day of the month following the] date coverage for dependents is approved; or}
- 4. {the first day of the month on or after the date the first payroll deduction is authorized; or}
- 5. as provided on the [Schedule of Benefits].

In no case will coverage for eligible dependents take effect before the Insured's. {No dependent will be covered unless application has been made and the correct premium has been paid.} {No dependent for whom coverage is elected more than 31 days after first becoming eligible will be covered prior to the first day of the month following the date we approve the coverage.}

{Coverage for a dependent will be delayed if, on the effective date described in this section, the dependent is confined for medical care or treatment in an institution or at home. The delay will end and the coverage will become effective on the [first day of the month coinciding with or next following] the final discharge from such confinement. {This provision will not apply to a newborn child.}}

{Dependent Termination Date: Coverage for dependents will end on the earlier of:

- 1. the Insured's termination date:
- 2. the end of the period for which the last premium contribution is made;
- 3. the date the dependent is no longer eligible unless contributions for coverage were made in advance, in which case coverage will terminate at the end of the period for which premiums have been paid {; or
- 4. with respect to the Insured's spouse the attainment of age [75; or]}
- 5. {the date the dependent is on full time active duty in any Armed Forces. (Send us proof of service. We will refund any premium paid for this time.) This does not include Reserve or National Guard duty for training}.

Coverage will continue for any child who reaches the age limit and is both:

- 1. totally incapable of self-sustaining employment due to a physical or intellectual disability; and
- 2. chiefly dependent on the Insured for support and maintenance.

At our request and expense, the Insured must furnish proof of the child's incapacity and dependency to. If the incapacity or dependency subsequently ends, the Insured must notify the Administrator.

In no case will coverage end later than the Insured's.}

(Continuation of Dependents Coverage – Coverage under the policy on insured Dependents will continue if:

- coverage for dependents is in effect on the date of an Accident in which the [Insured] was involved; and
- 2. the [Insured] dies as a result of an accident for which the policy provides coverage.

Coverage will be continued, without premium payment, for up to [6] months following the last premium contribution. Benefits for which payment has been made due to the [Insured's] death, end with the payment. The Insured spouse assumes the rights and obligations. Except as provided in this section coverage will not be continued beyond the date it would otherwise end under the Termination provisions of the policy. Termination will not affect a claim for a covered loss due to an accident, which occurred while the coverage was in effect.}

{If termination of dependents insurance is due to the death of the [Insured], an insured dependent spouse may elect to continue coverage under the policy by making written request and continuing premium payments. When such election is made, the spouse shall be considered the [Insured] under the terms of the policy. If there is no Covered Dependent spouse, Covered Dependent children may continue coverage under the policy, subject to the payment of premiums and other termination provisions of this section.}

DESCRIPTION OF POLICY HAZARDS

(Applies to Eligible Classes as Shown on the Schedule of Benefits)

We will pay the benefits described in the Description of Benefits section for an Accident caused by a Policy Hazard described below. Unless otherwise stated, we will pay benefits for a covered loss only once, even if coverage is provided under more than one of the following Policy Hazards.

{ACTS OF TERRORISM COVERAGE {(Business Travel Only)} }- We will pay the benefits described in the policy for an Accident which happens to an Insured caused by an Act of Terrorism {during Business Travel}.

Additional Definitions - Wherever used in this Coverage:

Act of Terrorism means an act of violence committed or threatened to be committed against non-combatants. Such act must be

- 1. premeditated;
- 2. {politically motivated}; and
- 3. committed by:
 - a. a person or persons not acting on behalf of a sovereign state; or
 - b. clandestine state agents.

{Exclusion - For this Policy Hazard only, benefits will not be paid for an Insured's loss caused by or resulting from nuclear radiation or the release of nuclear energy.}

{ALL CONVEYANCE COVERAGE{, EXCLUDING [POLICYHOLDER] OWNED/OPERATED AIRCRAFT} {(BUSINESS ONLY)} - We will pay the benefits described in the policy for an Accident which happens to an Insured anywhere in the world {while traveling on business for the [Policyholder]} and,

- 1. While operating, riding as a passenger, in or on (including boarding or alighting from) or through being struck by any conveyance being used as a means of land or water transportation except
 - a. any such conveyance which the Insured has been hired to operate or serve as a member of the crew, or
 - b. any such conveyance which the Insured is operating or serving as a member of the crew for the transportation for hire, profit or gain, or passengers or property.
- 2. While riding as a passenger, and not as a pilot, operator or member of the crew, in or on (including boarding or alighting from):
 - a. any civilian scheduled air carrier holding certificate, license or similar authorization for civilian scheduled air carrier transportation by the country of the Aircraft's registry, and which in accordance therewith files, prints, maintains and publishes schedules and tariffs for regular passenger service between named cities at regular and specified times, or any chartered flights operated by such carriers; or
 - b. any Aircraft operated by the Air Mobility Command (AMC) of the United States or by the similar military air transport service of any duly constituted governmental authority of any other recognized country; or
 - c. any powered Aircraft having a valid and current NC or N Standard Airworthiness Certificate issued by the Civil Aeronautics Administration of the United States, or its successor, or any similar certificate issued by the jurisdictional agency or authority of any other recognized country, and piloted by a person who then holds a valid and current Certificate of Competency of a rating authorizing him to pilot such Aircraft.
- 3. By being struck by any Aircraft while at an airport or place of forced landing in the course of a trip in an Aircraft specified above.}

(COMMON CARRIER (AIR, LAND, SEA) INCLUDING AMC COVERAGE {(BUSINESS ONLY)} - We will pay the benefits described in the policy for an Accident which happens to an Insured anywhere in the world {while traveling on business for the [Policyholder]} and,

1. While riding as a passenger, and not as a pilot, operator or member of the crew, in or on (including boarding or alighting from);

- any air, land or water conveyance operated under a license for the transportation of passengers for hire; or
- b. any Aircraft operated by the Air Mobility Command (AMC) of the United States or by the similar military air transport service of any duly constituted governmental authority of any other recognized country.
- 2. {By being struck or run down by an Aircraft while at an airport or place of forced landing in the course of a trip in an Aircraft specified above.}
- {3. While such Insured is:
 - a. in or on an airport, rail station or bus stop, or
 - b. pedestrian who is struck or comes into contact with any conveyance, which is commercially licensed to carry passengers.
- 4. The injury directly and independently of all other causes resulted in the covered Loss.}}

{{EXTRAORDINARY} COMMUTATION COVERAGE - We will pay the benefits described in the policy for any Accident which happens to an Insured while commuting directly between the Insured's home and the [Policyholder]'s premises where the Insured normally works{, while a strike, work-stoppage, power failure or public disaster has made public transportation, which is regularly used by the Insured, unavailable}.

This coverage does not include Accidents that happen more than [2 hours] after the Insured leaves his or her home or place of work, unless it can definitely be shown:

- 1. the delay was caused by conditions beyond the control of the Insured; or
- 2. more time was needed for normal direct commuting.}

EMERGENCY RESCUE UNIT COVERAGE - We will pay the benefits described in the policy for an Accident which happens to an Insured during training exercises or while responding to fires, oil spills, hazardous material incidents, rescues, medical emergencies, and any other emergency rescue unit duties. Any training or responses must be at the direction and with the authorization of the [Policyholder].}

EMERGENCY TEAM COVERAGE - We will pay the benefits described in the policy for an Accident which happens to an Insured while participating as a member of a [Policyholder] sponsored and approved fire or medical emergency team, bomb scare team, or other similar emergency team.}

{ 24-HOUR COVERAGE {(except [pilots, crew members and] Owned Aircraft)} - We will pay the benefits described in the policy for any Accident, which happens to [an Insured]. This includes travel or flight in an Aircraft except as restricted by the Policy Hazard Limitations. {Benefits which become payable due to this coverage will be reduced by benefits paid under any other hazard coverages in this policy.}

With respect to flying in Aircraft, coverage shall only apply while riding as a passenger, [and not as] a pilot, operator or member of the crew, in or on (including boarding or alighting from):

- 1. any civilian scheduled air carrier holding certificate, license or similar authorization for civilian scheduled air carrier transportation by the country of the Aircraft's registry, and which in accordance therewith files, prints, maintains and publishes schedules and tariffs for regular passenger service between named cities at regular and specified times, or any chartered flights operated by such carriers; or
- 2. any Aircraft operated by the Air Mobility Command (AMC) of the United States or by the similar military air transport service of any duly constituted governmental authority of any other recognized country; or
- 3. any powered Aircraft having a valid and current NC or N Standard Airworthiness Certificate issued by the Civil Aeronautics Administration of the United States, or its successor, or any similar certificate issued by the jurisdictional agency or authority of any other recognized country, and piloted by a person who then holds a valid and current Certificate of Competency of a rating authorizing him to pilot such Aircraft.}

EXTENSION TO 24-HOUR COVERAGE {(except [pilots, crew members and] Owned Aircraft)} - We will pay the benefits described in the policy for any Accident, which happens to [an Insured]. This includes travel or flight in an Aircraft except as restricted by the Policy Hazard Limitations. {Benefits which become payable due to this coverage will be reduced by benefits paid under any other hazard coverages in this policy.}

With respect to flying in Aircraft, coverage shall only apply while riding as a passenger, [and not as] a pilot, operator or member of the crew, in or on (including boarding or alighting from):

- any civilian scheduled air carrier holding certificate, license or similar authorization for civilian scheduled air carrier transportation by the country of the Aircraft's registry, and which in accordance therewith files, prints, maintains and publishes schedules and tariffs for regular passenger service between named cities at regular and specified times, or any chartered flights operated by such carriers; or
- 2. any Aircraft operated by the Air Mobility Command (AMC) of the United States or by the similar military air transport service of any duly constituted governmental authority of any other recognized country; or
- 3. any powered Aircraft having a valid and current NC or N Standard Airworthiness Certificate issued by the Civil Aeronautics Administration of the United States, or its successor, or any similar certificate issued by the jurisdictional agency or authority of any other recognized country, and piloted by a person who then holds a valid and current Certificate of Competency of a rating authorizing him to pilot such Aircraft.}

FELONIOUS ASSAULT COVERAGE - We will pay the benefits described in the policy for an Accident which happens to an Insured:

- {1. while the Insured is{:
 - a. on [the Policyholder]'s premises; {or
 - b.} on [the Policyholder]'s business;} and
- 2. }which is a direct result of:
 - a. robbery or an attempted robbery;
 - b. kidnapping during a robbery; or
 - c. Felonious Assault inflicted by a person other than [a fellow employee or] a member of the Insured's family or household.}

{HIJACKING AND AIR PIRACY COVERAGE {(BUSINESS ONLY)}- We will pay the benefits described in the policy for an Accident which happens to an Insured and which is caused by hijacking, air piracy, or any unlawful seizure or attempted seizure of an Aircraft.

Premiums and Coverage Subject to Change - The premiums and benefits of this Hijacking and Air Piracy Coverage may be changed at anytime by agreement between the [Policyholder] and us. This may be done as needed to reflect conditions which, in the opinion of the [Policyholder] or us, change the Hijacking and Air Piracy risk.

Termination - The [Policyholder] may cancel this Hijacking and Air Piracy Coverage at any time by sending written notice to us at our home office. This coverage will be canceled when we receive the [Policyholder]'s notice, or later if the [Policyholder] so specifies. We may cancel this coverage at any time by sending the [Policyholder] at least [10 days'] written notice to its most recent address in our records. We will promptly return any unearned premium that the [Policyholder] has paid. Change or termination of this coverage will not affect a claim which begins while this coverage is in force.}

{NATIONAL GUARD AND ARMED FORCES RESERVE COVERAGE - Notwithstanding any applicable Policy Hazard Limitation, we will pay the benefits described in the policy for an Accident which happens to the Insured while a member of the U.S. Military Reserve or National Guard.

While the Insured is a member of the U.S. Military Reserve or National Guard, coverage under the policy will remain in force beyond the 31-day active duty training period and continue:

- 1. during the Insured's initial training period;
- 2. if the Insured is called to active duty [for a domestic emergency].

{NON-EMPLOYEE DIRECTOR COVERAGE - We will pay the benefits described in the policy for any Accident which happens to an Insured while traveling to, during the course of, or returning from:

1. a meeting of the [board of directors] or other similar duties; or

- 2. a trip taken at the [Policyholder]'s specific request; or
- 3. any trip for which the Insured received reimbursement from the [Policyholder] for expenses or services performed.

All such trips must be authorized by the [Policyholder].

For the purpose of going on the trip, the trip will begin on the last to occur:

- 1. when the Insured leaves his/her home; or
- 2. when the Insured leaves his/her regular place of employment.

This coverage will end when the Insured:

- 1. arrives at the Insured's home or place of work, whichever happens first; {or
- 2. makes a Personal Deviation.}

This coverage does not include:

- 1. commuting between the Insured's home and place of work; or
- 2. Personal Deviations by the Insured.

With respect to flying in Aircraft, coverage shall only apply while riding as a passenger, and not as a pilot, operator or member of the crew, in or on (including boarding or alighting from):

- any civilian scheduled air carrier holding certificate, license or similar authorization for civilian scheduled air carrier transportation by the country of the Aircraft's registry, and which in accordance therewith files, prints, maintains and publishes schedules and tariffs for regular passenger service between named cities at regular and specified times, or any chartered flights operated by such carriers; or
- 2. any Aircraft operated by the Air Mobility Command (AMC) of the United States or by the similar military air transport service of any duly constituted governmental authority of any other recognized country; or
- 3. any powered Aircraft having a valid and current NC or N Standard Airworthiness Certificate issued by the Civil Aeronautics Administration of the United States, or its successor, or any similar certificate issued by the jurisdictional agency or authority of any other recognized country, and piloted by a person who then holds a valid and current Certificate of Competency of a rating authorizing him to pilot such Aircraft.

This Policy Hazard is subject to the applicable Policy Hazard Limitations.}

{OCCUPATIONAL COVERAGE - We will pay the benefits described in the policy for any Accident that happens to an Insured while the Insured is performing the duties of his occupation.

With respect to flying in Aircraft, coverage shall only apply while riding as a passenger, and not as a pilot, operator or member of the crew, in or on (including boarding or alighting from):

- any civilian scheduled air carrier holding certificate, license or similar authorization for civilian scheduled air carrier transportation by the country of the Aircraft's registry, and which in accordance therewith files, prints, maintains and publishes schedules and tariffs for regular passenger service between named cities at regular and specified times, or any chartered flights operated by such carriers; or
- 2. any Aircraft operated by the Air Mobility Command (AMC) of the United States or by the similar military air transport service of any duly constituted governmental authority of any other recognized country; or
- 3. any powered Aircraft having a valid and current NC or N Standard Airworthiness Certificate issued by the Civil Aeronautics Administration of the United States, or its successor, or any similar certificate issued by the jurisdictional agency or authority of any other recognized country, and piloted by a person who then holds a valid and current Certificate of Competency of a rating authorizing him to pilot such Aircraft.}

(LINE OF DUTY COVERAGE - We will pay the benefits described in the policy for an Accident which happens to an Insured in the performance of his responsibilities while in the Line of Duty.

With respect to flying in Aircraft, coverage shall only apply while riding as a passenger, and not as a pilot, operator or member of the crew, in or on (including boarding or alighting from):

- any civilian scheduled air carrier holding certificate, license or similar authorization for civilian scheduled air carrier transportation by the country of the Aircraft's registry, and which in accordance therewith files, prints, maintains and publishes schedules and tariffs for regular passenger service between named cities at regular and specified times, or any chartered flights operated by such carriers; or
- 2. any Aircraft operated by the Air Mobility Command (AMC) of the United States or by the similar military air transport service of any duly constituted governmental authority of any other recognized country; or
- 3. any powered Aircraft having a valid and current NC or N Standard Airworthiness Certificate issued by the Civil Aeronautics Administration of the United States, or its successor, or any similar certificate issued by the jurisdictional agency or authority of any other recognized country, and piloted by a person who then holds a valid and current Certificate of Competency of a rating authorizing him to pilot such Aircraft.}

Additional Definitions - Wherever used in this Coverage:

"Line of Duty Accident" means an accident, including accidental exposure to adverse weather conditions, that occurs while the Insured is taking any action which by rule, law, regulation, or condition of employment the Insured is obligated or authorized to perform as a Public Safety Officer in the course of controlling or reducing crime or criminal law enforcement, including such action taken in response to an emergency while off duty.

If the Insured is a Public Safety Officer whose primary job duties are controlling or reducing crime, criminal law enforcement, or fire suppression, Line of Duty Accident includes a Line of Duty Accident that occurs while the Insured is on duty at social, ceremonial, or athletic functions to which the Insured is assigned or for which the Insured is paid as a Public Safety Officer by the [Policyholder].

"Public Safety Officer" means an Insured whose primary job duties include controlling or reducing crime or juvenile delinquency, criminal law enforcement, or fire suppression. Public Safety Officer includes police officers, fire fighters, corrections officers, judicial officers, and officially recognized or designated volunteer firefighters, if they otherwise meet the definition of Public Safety Officer.}

{OWNED/LEASED AIRCRAFT COVERAGE: We will pay the benefits described in the policy for an Accident which happens to an Insured {that occurs during a business trip} which results from such Insured:

1. riding in, getting into or out of the aircraft described [below/on the Schedule of Benefits], as a {passenger, pilot or crew member}[:

License No.	Make	Model	Passenger Seats	Crew Seats
EVX2468	Cessna	1075A	4	2
4EVX68	Cessna	657LL	6	2]

Such aircraft must:

- a. have a current, valid airworthiness certificate; and
- b. be piloted by a person who is holding a current, valid certificate of competence for that type of aircraft.

The certificates called for in (a) and (b) above must have been issued by the proper government agency of the country of origin of the aircraft and pilot; or

2. making a parachute jump from any aircraft described above for self-preservation; or

3. being struck by an aircraft described in 1 above.

Coverage of Substitute Aircraft: If the aircraft listed [above/on the Schedule of Benefits is] withdrawn from normal use due to mechanical breakdown, servicing or loss, coverage will be extended to the Insured who uses a substitute aircraft. Such aircraft must:

- 1. be in the same airworthiness, certificate class as the aircraft listed above;
- 2. not be owned by [the Policyholder]; and
- 3. not be larger in passenger and crew member capacity than the aircraft that was replaced. This coverage will be extended only while the aircraft named above is withdrawn from normal use. We must be promptly notified by you in writing of all substitutions of aircraft.

Coverage of Newly Acquired Aircraft: Coverage will be extended to any additional, newly acquired aircraft which is owned or leased by [the Policyholder]. [The Policyholder] must notify us of such aircraft no later than 30 days from the delivery date. Insurance coverage for this aircraft will be effective from the delivery date unless:

- 1. [the Policyholder] does not give us the required notice; and
- 2. [the Policyholder] does not pay the additional premium, if any, within the prescribed time.

Additional Exclusions: For this Policy Hazard only, in addition to the General Exclusions, we will not pay for a loss caused by or resulting from the use of any aircraft for:

- 1. crop dusting, seeding, spraying, fire fighting, exploration, pipe line or power line inspection, hunting, aerial photography or banner towing without prior written consent:
- 2. flying which requires a special permit or waiver from any authority having jurisdiction over civil aviation, even if granted, unless we give our prior written consent;
- 3. acrobatic or stunt flying; or
- 4. any type of training or instruction. }

{PERSONAL DEVIATION COVERAGE - We will pay the benefits described in the policy for an Accident which happens to an Insured while making a Personal Deviation while on Business Travel.{ Such Personal Deviation must take place [100] miles or more from the Insured's principal residence or place of business.} The Insured is not covered during a bona fide vacation.

With respect to flying in Aircraft, coverage shall only apply while riding as a passenger, and not as a pilot, operator or member of the crew, in or on (including boarding or alighting from):

- any civilian scheduled air carrier holding certificate, license or similar authorization for civilian scheduled air carrier transportation by the country of the Aircraft's registry, and which in accordance therewith files, prints, maintains and publishes schedules and tariffs for regular passenger service between named cities at regular and specified times, or any chartered flights operated by such carriers; or
- 2. any Aircraft operated by the Air Mobility Command (AMC) of the United States or by the similar military air transport service of any duly constituted governmental authority of any other recognized country; or
- 3. any powered Aircraft having a valid and current NC or N Standard Airworthiness Certificate issued by the Civil Aeronautics Administration of the United States, or its successor, or any similar certificate issued by the jurisdictional agency or authority of any other recognized country, and piloted by a person who then holds a valid and current Certificate of Competency of a rating authorizing him to pilot such Aircraft.}

{PRIVATE PASSENGER AUTOMOBILE COVERAGE {(BUSINESS ONLY)} - We will pay the benefits described in the policy for an Accident which happens to an Insured anywhere in the world, {while traveling on business for the [Policyholder] and} while driving, riding as a passenger in (including boarding or alighting from) any Private Passenger Automobile.}

{RELOCATION TRIP COVERAGE - We will pay the benefits described in the Policy for an Accident which happens to [an Insured] while on a Relocation Trip.

With respect to flying in Aircraft, coverage shall only apply while riding as a passenger, and not as a pilot, operator or member of the crew, in or on (including boarding or alighting from):

- 1. any civilian scheduled air carrier holding certificate, license or similar authorization for civilian scheduled air carrier transportation by the country of the Aircraft's registry, and which in accordance therewith files, prints, maintains and publishes schedules and tariffs for regular passenger service between named cities at regular and specified times, or any chartered flights operated by such carriers; or
- 2. any Aircraft operated by the Air Mobility Command (AMC) of the United States or by the similar military air transport service of any duly constituted governmental authority of any other recognized country; or
- 3. any powered Aircraft having a valid and current NC or N Standard Airworthiness Certificate issued by the Civil Aeronautics Administration of the United States, or its successor, or any similar certificate issued by the jurisdictional agency or authority of any other recognized country, and piloted by a person who then holds a valid and current Certificate of Competency of a rating authorizing him to pilot such Aircraft.

Additional Definitions - Wherever used in this Coverage:

"Relocation Trip" means a trip taken by [the Insured] at the request and expense of the [Policyholder], for the purposes of relocation due to the reassignment of employment. The relocation trip:

- begins when [an Insured] leaves his/her place of residence for the purpose of finding a new residence or leaves his/her former residence for purposes of relocating at a new residence; and
- 2. ends when [an Insured] arrives at his place of current residence or at his/her new residence.

A Relocation Trip does not include any period of time during which the [Insured] takes a personal trip or vacation.

This Policy Hazard is subject to the applicable Policy Hazard Limitations.

{SCHEDULED AIRLINE [AND] AMC {AND NC OR N STANDARD AIRCRAFT -{ EXCLUDING [POLICYHOLDER] OWNED/OPERATED AIRCRAFT}} {(BUSINESS ONLY)} COVERAGE - We will pay the benefits described in the policy for an Accident which happens to an Insured anywhere in the world {while traveling on business for the [Policyholder]} and,

- 1. While riding as a passenger, and not as a pilot, operator or member of the crew, in or on (including boarding or alighting from):
 - a. any civilian scheduled air carrier holding certificate, license or similar authorization for civilian scheduled air carrier transportation by the country of the Aircraft's registry, and which in accordance therewith files, prints, maintains and publishes schedules and tariffs for regular passenger service between named cities at regular and specified times, or any chartered flights operated by such carriers; or
 - b. any Aircraft operated by the Air Mobility Command (AMC) of the United States or by the similar military air transport service of any duly constituted governmental authority of any other recognized country; {or
 - c. any powered Aircraft having a valid and current NC or N Standard Airworthiness Certificate issued by the Civil Aeronautics Administration of the United States, or its successor, or any similar certificate issued by the jurisdictional agency or authority of any other recognized country, and piloted by a person who then holds a valid and current Certificate of Competency of a rating authorizing him to pilot such Aircraft.}
- 2. By being struck or run down by any Aircraft while at an airport or place of forced landing in the course of a trip in an Aircraft specified above.
- 3. While riding as a passenger, and not as an operator, in or on (including boarding or alighting from) any land conveyance licensed for the transportation of passengers for hire, but only while traveling directly to or from an airport immediately preceding departure or immediately following arrival of an Aircraft specified above, used by or to be used by the Insured.}

SPECIFIC TRIP COVERAGE - We will pay the benefits described in the policy for an Accident which happens to an Insured during {Business} Travel, on the trip described on the Schedule of Benefits.

- 1. With respect to flying in Aircraft, coverage shall only apply while riding as a passenger, and not as a pilot, operator or member of the crew, in or on (including boarding or alighting from):}
 - any civilian scheduled air carrier holding certificate, license or similar authorization for civilian scheduled air carrier transportation by the country of the Aircraft's registry, and which in accordance therewith files, prints, maintains and publishes schedules and tariffs for regular passenger service between named cities at regular and specified times, or any chartered flights operated by such carriers; or
 - b. any Aircraft operated by the Air Mobility Command (AMC) of the United States or by the similar military air transport service of any duly constituted governmental authority of any other recognized country; {or
 - c. any powered Aircraft having a valid and current NC or N Standard Airworthiness Certificate issued by the Civil Aeronautics Administration of the United States, or its successor, or any similar certificate issued by the jurisdictional agency or authority of any other recognized country, and piloted by a person who then holds a valid and current Certificate of Competency of a rating authorizing him to pilot such Aircraft.}
- 2. By being struck by any Aircraft while at an airport or place of forced landing in the course of a trip in an Aircraft specified above.
- 3. While riding as a passenger, and not as an operator, in or on (including boarding or alighting from) any land conveyance licensed for the transportation of passengers for hire, but only while traveling directly to or from an airport immediately preceding departure or immediately following arrival of an Aircraft specified above, used by or to be used by the Insured.}

{SPONSORED ACTIVITY COVERAGE - We will pay the benefits described in the policy for an Accident which happens to an Insured while participating in{, or practicing for} the [Policyholder] sponsored and approved activity described on the Schedule of Benefits.

With respect to flying in Aircraft, coverage shall only apply while riding as a passenger, and not as a pilot, operator or member of the crew, in or on (including boarding or alighting from):

- any civilian scheduled air carrier holding certificate, license or similar authorization for civilian scheduled air carrier transportation by the country of the Aircraft's registry, and which in accordance therewith files, prints, maintains and publishes schedules and tariffs for regular passenger service between named cities at regular and specified times, or any chartered flights operated by such carriers; or
- 2. any Aircraft operated by the Air Mobility Command (AMC) of the United States or by the similar military air transport service of any duly constituted governmental authority of any other recognized country; or
- 3. any powered Aircraft having a valid and current NC or N Standard Airworthiness Certificate issued by the Civil Aeronautics Administration of the United States, or its successor, or any similar certificate issued by the jurisdictional agency or authority of any other recognized country, and piloted by a person who then holds a valid and current Certificate of Competency of a rating authorizing him to pilot such Aircraft.

{Coverage includes travel to and from the sponsored and approved activity.}}

{24 HOUR BUSINESS TRAVEL {OUTSIDE CITY LIMITS}- SCHEDULED AIRLINE, AMC AND NC OR N STANDARD AIRCRAFT {EXCLUDING [POLICYHOLDER] OWNED/OPERATED AIRCRAFT} COVERAGE-We will pay the benefits described in the policy for an Accident which happens to an Insured anywhere in the world while on a Business Trip,. {The business trip must require the Insured to travel outside the city of his/her regular place of employment.}

For the purpose of going on the trip, the trip will begin on the later to occur:

- 1. when the Insured leaves his/her home; or
- 2. when the Insured leaves his/her regular place of employment.

Coverage terminates upon the Insured's return to his or her place of regular employment or home, whichever shall first occur.

{If an Insured travels to another city and is expected to remain there for more than [60] days, the city the Insured has traveled to shall be deemed to be his/her regular place of employment. }

With respect to flying in Aircraft, coverage shall only apply while riding as a passenger, and not as a pilot, operator or member of the crew, in or on (including boarding or alighting from):

- any civilian scheduled air carrier holding certificate, license or similar authorization for civilian scheduled air carrier transportation by the country of the Aircraft's registry, and which in accordance therewith files, prints, maintains and publishes schedules and tariffs for regular passenger service between named cities at regular and specified times, or any chartered flights operated by such carriers; or
- 2. any Aircraft operated by the Air Mobility Command (AMC) of the United States or by the similar military air transport service of any duly constituted governmental authority of any other recognized country; or
- 3. any powered Aircraft having a valid and current NC or N Standard Airworthiness Certificate issued by the Civil Aeronautics Administration of the United States, or its successor, or any similar certificate issued by the jurisdictional agency or authority of any other recognized country, and piloted by a person who then holds a valid and current Certificate of Competency of a rating authorizing him to pilot such Aircraft.}

{24-HOUR SPECIFIED TRIP COVERAGE (Business Travel Only) - We will pay the benefits described in the policy for an Accident which happens to an Insured while on Business Travel and while on the trip described on the Schedule of Benefits.

For the purpose of going on the trip, the trip will begin on the later to occur:

- 1. when the Insured leaves his/her home: or
- 2. when the Insured leaves his/her regular place of employment.

Coverage terminates upon the Insured's return to his or her place of regular employment or home, whichever shall first occur.

With respect to flying in Aircraft, coverage shall only apply while riding as a passenger, and not as a pilot, operator or member of the crew, in or on (including boarding or alighting from):

- any civilian scheduled air carrier holding certificate, license or similar authorization for civilian scheduled air carrier transportation by the country of the Aircraft's registry, and which in accordance therewith files, prints, maintains and publishes schedules and tariffs for regular passenger service between named cities at regular and specified times, or any chartered flights operated by such carriers; or
- any Aircraft operated by the Air Mobility Command (AMC) of the United States or by the similar military air transport service of any duly constituted governmental authority of any other recognized country; or
- 3. any powered Aircraft having a valid and current NC or N Standard Airworthiness Certificate issued by the Civil Aeronautics Administration of the United States, or its successor, or any similar certificate issued by the jurisdictional agency or authority of any other recognized country, and piloted by a person who then holds a valid and current Certificate of Competency of a rating authorizing him to pilot such Aircraft.}

{WAR RISK COVERAGE - We will pay the benefits described in the policy for an Accident which occurs to [an Insured] and which is caused by war or acts of war.

Exclusion Removal – For this Policy Hazard only General Exclusion [(2)(a)]is hereby deleted.

Area Covered - This coverage includes loss caused by or resulting from war or acts of war and will apply worldwide, except within the geographical limits of the United States of America, [Canada], its territories and possessions. {This coverage does not include an Insured's country of residence or permanent assignment, or any nation of which the Insured is a citizen, or any of the[following countries/countries shown on the Schedule of Benefits, and their territorial waters or airspace:

War Risk Excluded Countries: None]}

Total Limit of Liability - We will not pay more than the Maximum Benefit indicated on the Schedule of Benefits per Accident for the war risks covered under this Policy Hazard. This limit shall apply to injuries sustained by all [Insured's] from all acts of war in any consecutive [72 hour] period. If, but for this limitation, we would pay more than the Maximum Benefit, then the benefits we will pay to each [Insured] will be reduced in the same proportion, so that the total amount paid to all [Insured's], equals the Maximum Benefit.

Premiums and Coverage Subject to Change - The premiums, benefits, and area covered by this war risk coverage may be changed at any time by agreement between the [Policyholder] and us. This may be done as needed to reflect conditions which, in the opinion of the [Policyholder] or us, change the war risk exposure.

Termination - The [Policyholder] may cancel this war risk coverage at any time by sending written notice to us at our home office. This coverage will be canceled when we receive the [Policyholder]'s notice, or later if so specified. We may cancel this coverage at any time by sending at least [10 days'] written notice to the [Policyholder]'s most recent address in our records. We will promptly return any unearned premium that has been paid. Change or termination of this coverage will not affect a claim which begins while this coverage is in force.}

Annual Audit – The Policyholder will furnish the data stated below for each Insured who travels away from his/her country of residence or place of regular employment and enters the geographical limits, territorial waters, or airspace of a country identified on the audit form as a war risk country:

- 1. the Name of the Insured:
- 2. the Country or Countries traveled to by each Insured;
- 3. the Class and Principal Sum applicable to each Insured;
- 4. the date of departure and the date of return or the duration of each trip for each Insured.

Such data shall be furnished annually in arrears on the anniversary date of the policy and each 12 months thereafter, or as frequently as deemed necessary by the Company.}

{BOMB SCARE/BOMB EXPLOSION COVERAGE - We will pay the benefits described in the policy for a Loss to an Insured caused by or which results from a:

- 1. Bomb Scare;
- 2. Bomb search; or
- 3. Bomb Explosion.

Such Loss must occur on the premises of the [Policyholder].

Additional Definitions - Wherever used in this coverage:

"Bomb" means any real or dummy explosive device placed with the intent to cause injury, damage or scare.

"Scare" means any real or false report of the presence of a Bomb on the premises of the [Policyholder].

"Explosion" means any Explosion of a Bomb on the [Policyholder's] premises whether or not the presence of the Bomb was reported in advance.}

(POLICY HAZARD LIMITATIONS

Aircraft Restrictions - If the Accident happens while [an Insured] is riding in, or getting on or off of, an Aircraft, we will pay benefits, but only if:

- 1. [the Insured] is riding as a passenger [only, and not] as a pilot or member of the crew; and
- 2. the Aircraft has a valid certificate of airworthiness; and
- 3. the Aircraft is flown by a pilot with a valid license; and
- 4. the Aircraft is not being used for (i) crop dusting, spraying, or seeding; fire fighting; sky writing; sky diving or hang gliding; pipeline or power line inspection; aerial photography or exploration; racing, endurance tests, stunt or acrobatic flying; or (ii) any operation which requires a special permit from the FAA, even if it is granted (this does not apply if the permit is required only because of the territory flown over or landed on){, and
- 5. the Aircraft is a commercial, non-military Aircraft \{, or
- 6. the [Insured] is acting under official order of the U.S Armed Forces as a passenger, pilot or crew member on any Aircraft, except during duty in an area where Injury results in loss from insurrection, mutiny or disorder}.

Owned Aircraft Not Covered - We will not pay benefits for an Accident that occurs while riding in or getting off of any Owned, Leased, Operated or Controlled Aircraft.}

DESCRIPTION OF BENEFITS

(Applies to Classes as Shown on the Schedule of Benefits)

ACCIDENTAL DEATH, [DISMEMBERMENT, LOSS OF SIGHT, SPEECH AND HEARING, LOSS OF USE OR PARALYSIS] BENEFIT

If{, within [one year] from the date of an Accident covered by a Policy Hazard,} Injury from such Accident results in a Loss as listed below, we will pay the benefit set opposite the Loss. {If the [Insured] sustains more than one such Loss as the result of one Accident, we will pay only the largest Benefit Amount to which the [Insured] is entitled. This amount will not exceed the Principal Sum, as indicated on the Schedule of Benefits applicable to the [Insured].}{If the [Insured] sustains more than one such Loss as a result of one Accident, the total Benefit Amount payable shall not exceed the Principal Sum as indicated on the Schedule of Benefits applicable to the [Insured].}

Loss	Benefit Amount
[Loss of Life	The Principal Sum
Loss of Both Hands	The Principal Sum
Loss of Both Feet	The Principal Sum
Loss of Entire Sight of Both Eyes	The Principal Sum
Loss of One Hand and One Foot	The Principal Sum
Loss of One Hand and Entire Sight of One Eye	The Principal Sum
Loss of One Foot and Entire Sight of One Eye	The Principal Sum
Loss of Use of One Arm and One Leg	The Principal Sum
Loss of Use of Both Legs	The Principal Sum
Quadriplegia (total Paralysis of both upper and lower limbs)	The Principal Sum
Paraplegia (total Paralysis of both lower limbs)	One Half the Principal Sum
Loss of One Hand	One Half the Principal Sum
Loss of One Foot	One Half the Principal Sum
Loss of Entire Sight of One Eye	One Half the Principal Sum
Loss of Speech	One Half the Principal Sum
Loss of Hearing (both ears)	One Half the Principal Sum
Hemiplegia (total Paralysis of upper and lower limbs on one side of body)	One Half the Principal Sum
Loss of Hearing (One Ear)	One-Quarter the Principal Sum
Loss of Thumb and Index Finger of the Same Hand	One Quarter the Principal Sum]

{The Principal Sum applicable to [Insureds] of the [Policyholder] shall be the percentage shown in the [Schedule of Benefits/following schedule:

AGE AT DATE OF LOSS % OF PRINCIPAL SUM Less than 75 100%
Age 75 or more but less than [80] 50%
Age 80 or more 25%]}

Additional Definitions - Wherever used in this benefit:

{Loss of a hand or foot means complete Severance through or above the wrist or ankle joint [or with regard to use of arm or use of leg, the entire and irrecoverable loss of use of arm or leg]. Loss of sight means the total, permanent loss of sight of the eye. The loss of sight must be unrecoverable by natural, surgical or artificial means. Loss of a thumb and index finger means complete Severance through or above the metacarpophalangeal joints (the joints between the fingers and the hand).}

{Loss of Use means a Doctor must certify that such Loss is entire and irrecoverable [for at least 12 consecutive months].}

{Severance means the complete separation and dismemberment of the part from the body.}

{Paralysis means Loss of Use, without Severance, of a limb. This loss must be determined by a Doctor to be complete and not reversible.}

Exposure to the Elements and Disappearance - Subject to all other terms and conditions of the policy, we will pay the applicable benefit under this Benefit for an Insured's loss specified therein, which results from exposure to the elements [due to the forced landing, sinking, or wrecking of a vehicle in which the Insured was traveling, provided such incident occurs from an Accident covered by a Policy Hazard].

For purposes of this provision, an Insured will be presumed to have died if:

- 1. a conveyance in which the Insured is traveling disappears; sinks; or is wrecked; as a result of an Accident covered by a Policy Hazard; and
- 2. the Insured's body is not found within one year of the occurrence of the Accident.}

(INCREASED DISMEMBERMENT BENEFIT FOR CHILDREN

If{, within [one year] from the date of an Accident covered by a Policy Hazard,} Injury to Covered Dependent child from such Accident results in a Loss as listed below, we will pay the benefit set opposite the Loss. The Principal Sum for this benefit is indicated on the Schedule of Benefit and is paid in addition to any benefits paid under the Accidental Death, [Dismemberment, Loss Of Sight, Speech And Hearing, Loss Of Use Or Paralysis] Benefit for the same loss. {If the Covered Dependent child sustains more than one such Loss as the result of one Accident, we will pay only the largest Benefit Amount to which the Covered Dependent child is entitled. This amount will not exceed the Principal Sum applicable to the Covered Dependent child.} {If the Covered Dependent child sustains more than one such Loss as a result of one Accident, the total Benefit Amount payable shall not exceed the Principal Sum as indicated on the Schedule of Benefits applicable to the [Insured].}

Loss	Benefit Amount
[Loss of Both Hands	The Principal Sum
Loss of Both Feet	The Principal Sum
Loss of Entire Sight of Both Eyes	The Principal Sum
Loss of One Hand and One Foot	The Principal Sum
Loss of One Hand and Entire Sight of One Eye	The Principal Sum
Loss of One Foot and Entire Sight of One Eye	The Principal Sum
Loss of Use of One Arm and One Leg	The Principal Sum
Loss of Use of Both Legs	The Principal Sum
Quadriplegia (total Paralysis of both upper and lower limbs)	The Principal Sum
Paraplegia (total Paralysis of both lower limbs)	One Half the Principal Sum
Loss of One Hand	One Half the Principal Sum
Loss of One Foot	One Half the Principal Sum
Loss of Entire Sight of One Eye	One Half the Principal Sum
Loss of Speech	One Half the Principal Sum
Loss of Hearing (both ears)	One Half the Principal Sum
Hemiplegia (total Paralysis of upper and lower limbs on one side of body)	One Half the Principal Sum
Loss of Hearing (One Ear)	One-Quarter the Principal Sum
Loss of Thumb and Index Finger of the Same Hand	One Quarter the Principal Sum]

(This Benefit is subject to the following:

- 1. If the Covered Dependent child dies within 90 days of the same Accident due to Injuries sustained in the Accident, the total benefits payable will not exceed the Principal Sum.
- 2. In no event will the benefit payable for such Loss under all benefits of the Policy exceed the maximum benefit indicated on the Schedule of Benefits.}

Additional Definitions - Wherever used in this benefit:

{Loss of a hand or foot means complete Severance through or above the wrist or ankle joint [or with regard to the use of arm or use of leg, the entire and irrecoverable loss of use of arm or leg]. Loss of sight means the total, permanent loss of sight of the eye. The loss of sight must be unrecoverable by natural, surgical or artificial means. Loss of a thumb and index finger means complete Severance through or above the metacarpophalangeal joints (the joints between the fingers and the hand).}

{Loss of Use means a Doctor must certify that such Loss is entire and irrecoverable [for at least 12 months].}

{Severance means the complete separation and dismemberment of the part from the body.}

{Paralysis means loss of use, without Severance, of a limb. This loss must be determined by a Doctor to be complete and not reversible.}

(SPECIFIED ACCIDENTAL INJURY BENEFITS

We will pay the benefit set opposite the Loss resulting from an accident covered by a Policy Hazard, subject to the following:

- 1. The [Insured] sustains the specified accidental injury while the policy is in force.
- 2. The Loss occurs within [90 days] after the injury was sustained. However, if the Loss is a burn, treatment must occur within [72 hours].
- 3. The injury, directly and independently of all other causes results in the [Insured's] Loss.

<u>Loss</u> Fractures	Benefit Amount
[Hip Thigh Vertebrae Pelvis Skull Leg Foot Ankle Kneecap Arm Hand Lower Jaw	The Principal Sum One Half the Principal Sum
Dislocations	
[Hip Knee Shoulder Foot Ankle Lower Jaw Wrist Elbow	The Principal Sum The Principal Sum The Principal Sum One Half the Principal Sum
Burns 2nd degree over 25% of the body or 3rd degree covering at least 9 square inches of the body	The Principal Sum]

Additional Definitions - Wherever used in this benefit:

Loss means (1) with regards to dislocation the displacement of any part especially the temporary displacement of a bone from its normal position in a joint; and (2) with regard to burns, tissue injury resulting from excessive exposure to thermal, chemical, electrical or radioactive agents.}

(PERMANENT TOTAL DISABILITY BENEFIT

We will pay the Permanent Total Disability Benefit indicated on the Schedule of Benefits, on a [weekly/monthly] basis, if the [Insured]:

- 1. is injured in an Accident covered by a Policy Hazard;
- 2. becomes Totally Disabled as a direct result, and from no other cause, within [30] days of the Accident;

- 3. continues to be Totally Disabled for [12] consecutive months;
- 4. is then Permanently Totally Disabled{; and
- 5. is less than age [70] at the time of the Accident.}

The Permanent Total Disability Benefit will be reduced by the amount we have paid under the Accidental Death, [Dismemberment, Loss Of Sight, Speech And Hearing, Loss Of Use Or Paralysis] Benefit for loss by the [Insured] from the same Accident. In the event the Insured dies while Total and Permanent Disability Payments are being made the Accidental Death, [Dismemberment, Loss Of Sight, Speech And Hearing, Loss Of Use Or Paralysis] Benefit Principal Sum will be reduced by the amount we have paid under the Permanent Total Disability Benefit.

(Monthly benefits begin with the [13th] month, after the [Insured] has been Totally Disabled for [12] months, and will be paid until the earliest of:

- 1. the death of the [Insured];
- 2. the date the [Insured] ceases to be Permanently Totally Disabled; or
- 3. the total of all benefits paid or payable exceed the Accidental Death, [Dismemberment, Loss Of Sight, Speech And Hearing, Loss Of Use Or Paralysis] Benefit Principal Sum. If death occurs while benefit payments are being made, we will pay an amount equal to the balance of the Accidental Death, [Dismemberment, Loss Of Sight, Speech And Hearing, Loss Of Use Or Paralysis] Benefit Principal Sum.}

Additional Definitions - Wherever used in this benefit:

Totally Disabled means the [Insured] is unable to perform all the substantial and material duties of his or her occupation.

Permanently Totally Disabled means the [Insured] is:

- 1. unable to perform any work for which the [Insured] is, or may become, qualified by reason of education, training or experience;
- 2. this inability is expected to continue for the balance of the [Insured's] lifetime; and
- 3. items 1. and 2. are certified by a Doctor.}

FELONIOUS ASSAULT BENEFIT - We will pay the Felonious Assault Benefit indicated on the Schedule of Benefits if the [Insured] [incurs a loss payable under Benefit A while]{:

- 1. on business for the [Policyholder]}{; or
- 2. on the [Policyholder]'s premises;}

and such loss is as a direct result of:

- 1. robbery or an attempt thereat;
- 2. kidnapping during a robbery; or
- 3. Felonious Assault inflicted by a person other than a [fellow employee or] member of the Insured's family or household.}

{SEATBELT {AND AIR BAG} BENEFIT - We will pay the Seatbelt Benefit indicated on the Schedule of Benefits if the [Insured's] death results from an Accident covered by a Policy Hazard and such Accident occurs while driving or riding in a Private Passenger Automobile equipped with seatbelts, and:

- 1. the seatbelt was in actual use and properly fastened at the time of the Accident; and
- 2. the use or position of the seatbelt is certified:
 - a. in the official report of the Accident; or
 - b. by the investigating officer.

However, if such certification is not available and it is unclear if the [Insured] was properly wearing a seatbelt, we will pay the Minimum Seatbelt Benefit, as indicated on the Schedule of Benefits. {In the case of a minor child, seatbelt means a child restraint device if appropriate to the child's age, approved by the National

Highway Traffic Safety Administration, which is secured and being used as recommended by its manufacturer for children of like age and weight, at the time of the Accident.}

{We will pay the additional Air Bag Benefit, indicated on the Schedule of Benefits if [the Insured's] death occurred in a vehicle equipped with a factory installed air bag. [The Insured] must have been wearing the seat belt when the air bag inflates. In addition, the police report concerning the Accident must establish that the air bag inflated properly upon impact. No benefit will be paid due to a defect in the diagnostic system causing the air bag to inflate.}

Exclusions – In addition to the General Exclusions, for this benefit only, no Seatbelt {or Air Bag} Benefit will be paid for an Accident which occurs while the [Insured] is:

- 1. participating in a race, speed or endurance test;
- 2. not wearing a seatbelt for any reason; or
- 3. sharing a seatbelt.}

{COMMON CARRIER BENEFIT - We will pay the Common Carrier Benefit indicated on the Schedule of Benefits, if the [Insured incurs a loss payable under the Accidental Death, [Dismemberment, Loss Of Sight, Speech And Hearing, Loss Of Use Or Paralysis] Benefit], which occurs while riding as a passenger in {or being struck by} a Common Carrier {or in or at an airport, rail station or bus stop}. Riding includes getting into and out of the Common Carrier.

Additional Definition - Wherever used in this benefit:

"Common Carrier" means:

- 1. a public conveyance (including Aircraft) which is licensed for hire to carry fare-paying passengers {; or
- 2. a transport Aircraft operated by the Air Mobility Command (AMC) or a similar air transport service of another country}.}

{COMMON ACCIDENT BENEFIT - We will increase the Insured Dependent Spouses Accidental Death, [Dismemberment, Loss Of Sight, Speech And Hearing, Loss Of Use Or Paralysis] Benefit to a total of 100% of the [Insured's] Principal Sum as indicated on the Schedule of Benefits, subject to a maximum of [\$250,000], if:

- 1. Loss of Life benefits are payable for both the [Insured] and his Insured Dependent Spouse under this policy; and
- 2. Coverage for the Insured Dependent Spouse is in force on the date of the accident; and
 - a. Both the [Insured] and the Insured Dependent Spouse die within [one year] as the result of injuries sustained in the Common Accident; or
 - b. The [Insured] and the Insured Dependent Spouse die as the result of injuries sustained in separate accidents which occur within [90 days] of each other; and
 - c. Are survived by a minor child.

<u>Additional Definition</u> - Wherever used in this benefit:

"Common Accident" means an Accident, or separate Accidents that occur within the same 24 hours, and is covered by a Policy Hazard.}

{ EDUCATION BENEFIT - We will pay the Education Benefit indicated on the Schedule of Benefits for a Child of [the Insured] if:

- 1. the [Insured] dies as a result of an Accident covered by a Policy Hazard;
- 2. the [Insured] is survived by a Covered Dependent Child; and
- 3. such Child {before reaching age [25]}:
 - a. [enrolls] as a full-time student in an accredited school beyond the 12th grade level; [or]

- b. {was enrolled at the 12th grade level on the date of the Accident and enrolls within [one] year of the Accident as a full-time student in an accredited school beyond the 12th grade level; and continues his or her education.}
- {c.} {incurs expense for: tuition; room and board; transportation and any other expenses payable to, or approved and certified by, the school {, and
- 4. such Child is a Covered Dependent child on the date of the injury.}

Payment will be made to the Child (or such Child's legal guardian) on an annual basis while the Child continues as a full-time student at any school beyond the 12th grade level, for [4] consecutive years.}

{SPOUSE RETRAINING BENEFIT - We will pay the Spouse Retraining Benefit indicated on the Schedule of Benefits if:

- 1. the Insured dies as a result of an Accident covered by a Policy Hazard;
- 2. the Insured is survived by a legal spouse; and
- 3. such spouse:
 - {a. is a Covered Person at the time of the Accident;}
 - b. enrolls within one year of the Insured's death, in an accredited school;
 - c. enrolls for the purpose of training or refreshing skills for employment; and
 - d. incurs expenses from such school.

The Spouse Retraining Benefit is payment of the expenses actually incurred for training or refreshing skills for employment within [36] months of the first training or refresher course session. In no event will benefits for spouse retraining exceed the maximum benefit indicated on the Schedule of Benefits.}

(SPOUSE CRITICAL PERIOD BENEFIT - We will pay the Spouse Critical Period Benefit indicated on the Schedule of Benefits to the surviving spouse of the Insured if:

- 1. the Insured dies as a result of an Accident covered by a Policy Hazard; and
- 2. coverage is in effect for the Insured on the date of the Accident; {, and
- 3. the souse is a Covered Person on the date of the Accident.}}

HOSPITAL CONFINEMENT BENEFIT - We will pay the Hospital Confinement Benefit indicated on the Schedule of Benefits if [an Insured] is confined to a Hospital as an Inpatient:

- 1. due to Injury which results from an Accident covered by a Policy Hazard;
- 2. at the direction and under the care of a Doctor;
- 3. within 30 days of the Accident; and
- 4. while coverage is in effect.

The Hospital Confinement Benefit will be paid for each month of continuous Hospital confinement after the Waiting Period up to the Maximum Benefit Period. Pro rata payments will be made for confinements of less than one month, but will not be less than the minimum daily benefit indicated on the Schedule of Benefits. Waiting Period is defined as the number of overnight stays the [Insured] spends in the hospital before benefits are payable.

{After the [Insured] has been Hospital confined for the Waiting Period, benefits will be retroactive to the [first] day of such confinement.} {Benefits are not paid for the Waiting Period.}

Separate Hospital confinements due to Injuries from the same Accident will be treated as one Hospital confinement, unless separated by at least [6 months].}

{ACCIDENT MEDICAL{/DENTAL} EXPENSE BENEFITS

When Benefits are Payable: We will pay benefits for those Covered Expenses incurred by [an Insured] for Injury sustained due to an Accident covered by a Policy Hazard and while insured under the policy, provided the first such Covered Expense is incurred within [90 days] after the date of the Accident.

{Covered Expenses must be incurred within [52 weeks] after the date of the Accident. A Covered Expense will be deemed to have been incurred when the service or Treatment to which it relates is provided.

Amount of Benefits Payable: The amount of the benefit payable will be the eligible Covered Expenses incurred in excess of the Deductible Amount (if any) as indicated on the Schedule of Benefits, subject to:

- 1. any Benefit Percentage amount applicable to such Covered Expense.
- 2. any maximum amount payable for a specific Covered Expense; and
- 3. any Benefit Maximum amount payable for all such Covered Expenses.

These amounts, if applicable, are as indicated on the Schedule of Benefits.

Payment of this benefit is subject to all other terms and conditions of the policy.

(Co-Payment Provision: If Co-payment charges are indicated on the Schedule of Benefits they apply to specified Covered Expenses incurred for Treatment and services resulting from a covered Injury.

{Excess Provision: Our liability for benefits due to Covered Expenses incurred for Treatments and services resulting from a covered Injury will be limited to that part of the Expense, if any, which is in excess of the total benefits payable for the same loss, on a provision of service basis or on an expense incurred basis under any other collectible policy or service contract.

Covered Expenses: Covered Expenses will be limited to the Usual, Customary and Reasonable Charges incurred by the Covered Person for Medically Necessary care and Treatment. Covered Expenses include:

- {Hospital Room and Board Expenses: the daily room rate when Hospital Confined and general nursing care is provided and charged for by the Hospital. In computing the number of days payable under this benefit, the date of admission will be counted but not the date of discharge.}
- 2. {Ancillary Hospital Expenses: services and supplies including operating room, laboratory tests, anesthesia and medicines (excluding take home drugs) when Hospital Confined.}
- 3. {Daily [Intensive Care Unit/Cardiac Care] Unit Expenses: the daily room rate when Hospital Confined in a bed in the [Intensive Care Unit/Cardiac Care] Unit and nursing services other than private duty nursing services.]
- 4. {Registered Nurse Services Expenses for private duty nursing while Hospital Confined; these services must be ordered by a Doctor and a Medical Necessity.}
- 5. {Medical Emergency Care (room and supplies) Expenses: incurred within 72 hours of a Covered Accident and including the attending Doctor's charges, X-rays, laboratory procedures, use of the emergency room and supplies.}
- 6. {Ambulatory Surgical Center Expenses on account of outpatient surgery.}
- 7. {Outpatient Surgical Room and Supply Expenses for use of the surgical facility.}
- 8. {Outpatient diagnostic X-rays, laboratory procedures and tests Expenses.}
- 9. {Doctor Non-Surgical Treatment/Examination Expenses (excluding medicines) including the Doctor's initial visit, each necessary follow-up visit and consultation visits when referred by the attending Doctor.}
- 10. {Doctor's Surgical Expenses {Payment for surgery will be made based upon the surgical schedule as specified in the Schedule of Benefits.}. [If an Injury requires multiple surgical procedures through the same incision, We will pay only one benefit, the largest of the procedures performed. If multiple surgical procedures are performed during the same operative session but through different incisions, We will pay as shown in the Schedule of Benefits for the most expensive procedure and 50% of Covered Expenses for the additional surgeries.]}
- 11. {Assistant Surgeon Expenses when Medically Necessary}
- 12. {Anesthesiologist Expenses for pre-operative screening and administration of anesthesia during a surgical procedure whether on an Inpatient or outpatient basis.}
- 13. {Outpatient Laboratory Test Expenses}
- 14. {Physiotherapy Expenses on an Inpatient or outpatient basis and are limited as shown in the Schedule of Benefits; Expenses include treatment and office visits connected with such treatment when prescribed by a Doctor, including diathermy, ultrasonic, whirlpool, or heat

- treatments, adjustments, manipulation, massage or any form of physical therapy.)
- 15. {Post Surgical Physical Medicine Expenses and office visits connected with such treatment when prescribed by a Doctor.}
- 16. {X-ray Expenses (including reading charges) but not for dental X-rays}
- {Diagnostic Imaging Expenses: including Magnetic Resonance Imaging (MRI) and CAT Scan.}
- 18. {Dental Expenses including dental x-rays for the repair or treatment of each injured tooth that is whole, sound and a natural tooth at the time of the Accident.}
- 19. {Dental Expenses related to the installation of crowns, caps, bridges and dentures; oral surgery and endodontics; and repair or replacement of caps and crowns that existed prior to the Accident covered by a Policy Hazard.}
- 20. {Outpatient Registered Nurse Services if ordered by a Doctor.}
- 21. {Ambulance Expenses for transportation from the emergency site to the Hospital.}
- 22. {Rehabilitative braces or appliances prescribed by a Doctor. It must be durable medical equipment that 1) is primarily and customarily used to serve a medical purpose; 2) can withstand repeated use; and 3) generally is not useful to a person in the absence of Injury. No benefits will be paid for rental charges in excess of the purchase price.}
- 23. {Prescription Drug Expenses (for injuries only) prescribed by a Doctor and administered on an outpatient basis.}
- 24. {Medical Equipment Rental Expenses for a wheelchair or other medical equipment that has therapeutic value. We will not cover computers, motor vehicles or modifications to a motor vehicle, ramps and installation costs, eyeglasses and hearing aids.}
- 25. {Medical Services and Supplies: expenses for blood and blood transfusions; oxygen and its administration.}
- 26. {Eyeglasses, contact lenses and hearing aids when damage occurs in an Accident covered by a Policy Hazard that requires medical treatment.}
- 27. {Artificial limbs, eyes and larynx for initial acquisition and fitting. We will not pay for repair or replacement of artificial limbs, eyes or larynx.}
- 28. {Temporomandibular Joint / Craniomandibular Disorders: expenses for surgical and non-surgical services including diagnostic and therapeutic procedures by a Doctor or dentist for treatment of a disorder caused by an Accident covered by a Policy Hazard. We will not pay for orthodontic braces, crowns, bridges, dentures, treatment of periodontal disease, dental root form implants or root canals.}
- 29. {Heart and Circulatory Conditions: expenses for treatment of a) heat exhaustion; b) heart attack; c) stroke; and d) burst aneurysm if the condition occurs during a Sponsored Activity.}
- 30. {Mental and Nervous Disorders / Psychotherapy Expenses: expenses for treatment of a disorder that results directly and independently of all other causes from an Accident covered by a Policy Hazard, while Hospital Confined or on an outpatient basis. Benefits are limited to one treatment per day. "Mental and Nervous Disorders" means Neurosis, psychoneurosis, psychopathy, psychosis, or mental or emotional disease or disorder of any kind. }
- 31. {Rehabilitation Care Facility Expenses for physical and occupational rehabilitation. Treatment must be provided in a duly licensed Rehabilitation Facility and be under the direction of a Doctor. "Rehabilitation Facility" means either of the following facilities providing physical therapy, occupational therapy or speech therapy pursuant to the law of the jurisdiction in which the treatment is received.
 - a. A Hospital or a special unit of a Hospital designated as a Rehabilitation Facility; orb. A free-standing facility.}
- 32. {Extended Care Facility Expenses for confinement if it begins within [5 straight days] after a Covered Person is Hospital Confined as a result of an Accident covered by a Policy Hazard. We will pay for treatment if a Doctor visits the Covered Person at least once every [30 days] and certifies the confinement is Medically Necessary.}
- 33. {Expanded Medical Benefit for Sports Conditions: for treatment of a) bursitis, b) sprains, c) hernia, d) strains, e) muscle tears, f) tendinitis, and g) repetitive motion injuries if these conditions are aggravated by participation in a Sponsored Activity.}
- 34. {Home Health Care Expenses for care and treatment including: a) part-time nursing care by or supervised by a registered graduate nurse; b) part-time home health aid services; c) physical, speech and occupational therapies when ordered by an attending Doctor and approved by Us; d) nutritional counseling; e) medial social services by a qualified social worker. Home Health care must begin within [5 straight days] after discharge from a Hospital

[or Rehabilitation Care Facility. "Rehabilitation Care Facility" means either of the following facilities providing physical therapy, occupational therapy or speech therapy pursuant to the law of the jurisdiction in which the treatment is received.

- A Hosptial or special unit of a Hospital designated as a Rehabilitation Facility, or
 A free-standing facility.].}
- 35. {Extended Treatment Expenses: for services that for medical reasons could not be performed during the Benefit Period including a) surgery to remove pins, screws or other surgically implanted devices used to repair body parts or broken bones or joints; or b) treatment to repair disfigurement. We must receive notice of the deferred treatment and the estimated cost signed by a Doctor within 31 days after the Benefit Period ends for expenses to be covered.}
- 36. {Expenses due to an aggravation or re-injury of a prior injury resulting from an Accident covered by a Policy Hazard.}

In addition to the General Exclusions, Accident Medical {/ Dental} Expense Benefits are not payable under the policy for any of the following or loss that results therefrom:

- {1. Dental care or Treatment other than care of sound, natural teeth and gums required due to an Injury resulting from an Accident while the Covered Person is insured under the Policy, and rendered within [12 months] of the Accident.
- {2. War or any act of war, declared or undeclared; or while serving in the armed forces of any country (a pro-rata premium will be refunded for such period of service). }
- {3. Participation in a riot or civil disorder; fighting or brawling, except in self-defense; commission of or attempt to commit a felony.
- {4. Suicide, attempted suicide or intentionally self-inflicted Injury while sane or insane. }
- {5. Injury or death contributed to by the use of drugs or alcohol, unless administered by a Doctor.}
- (6. Operating any vehicle while under the influence of alcohol or without being properly licensed and insured to do so. }
- {7. Participation in, practice for, or orthopedic equipment and appliances used for; [intercollegiate tackle football; intercollegiate sports; semi-professional sports; or professional sports], (except as specified in the Coverage Descriptions).
- {8. Expenses greater than [\$5,000] for treatment of Injuries sustained by reason of participation in or, practice for; [intercollegiate tackle football; intercollegiate sports; semi-professional sports; or professional sports].}
- {9. Skydiving, parachuting, hang gliding, glider flying, parasailing, sail planing, bungee jumping, [or flight in any type of Aircraft, except while riding as a fare-paying passenger on a regularly-scheduled airline].}
- {10. Treatment, services or supplies provided by a Hospital or facility owned or run by the United States Government, unless a charge is made for such services in the absence of insurance; or in a Hospital which does not unconditionally require payment. }
- {11. Injury covered by Worker's Compensation or Employer's Liability Laws, or by any coverage provided or required by law (including, but not limited to group, group type, and individual automobile "No-Fault" coverage).
- {12. Charges used to meet any deductible, or in excess of the coinsurance level, or in excess of those considered Usual, Customary, and Reasonable Charges. }
- {13. Treatment or services provided by any member of the Covered Person's immediate family; or for which no charge is normally made. }
- {14. Treatment, services or supplies provided or paid for by any governmental program or law, except Medicaid. }
- {15. Expenses greater than [\$5,000] for treatment of Injuries sustained by reason of a covered motor vehicle accident. }
- {16. Acupuncture.
- {17. Outpatient treatment for Physiotherapy, except for a condition that required surgery or Hospital confinement within 30 days immediately preceding such Physiotherapy or within 30 days of the Doctor's release for rehabilitation from such Hospital.
- {18. Injury sustained as a result of riding in or on a two or three-wheeled motor vehicle, or riding in or on a snowmobile. }
- {19. Outpatient Prescription Drugs. }

{20. Supplies, except as otherwise provided in the Policy. }

Additional Definitions - Wherever used in this benefit:

"Medically Necessary" or "Medical Necessity" means the services or supplies provided by a Hospital, Doctor, or other provider that are required to identify or treat an Injury and which are: (1) consistent with the symptom or diagnosis and Treatment of the Injury; (2) appropriate with regard to standards of good medical practice; (3) not solely for the convenience of the Covered Person; (4) the most appropriate supply or level of service which can be safely provided. When applied to the care of an Inpatient, it further means that the Covered Person's medical symptoms or condition requires that the services cannot be safely provided as an Outpatient.

"Treatment" means a specific in-office or Hospital physical examination of, or care rendered to, the Covered Person.

"Usual, Customary, and Reasonable Charges" - "Usual" means those charges made by a provider for services and supplies rendered to all patients for the same or similar Injury; "Customary" means those charges made by the majority of providers in the area for the same or similar services or supplies. "Reasonable" means those charges that do not exceed the majority of prevailing fees in the area for the same or similar services or supplies. Area means a county or larger geographically significant area as determined by the Company.}

(CHILD CARE BENEFIT - We will pay the Child Care Benefit indicated on the Schedule of Benefits for [each Child] of [the Insured] if:

- 1. the [Insured] dies as a result of an Accident covered by a Policy Hazard;
- 2. the [Insured] is survived by a Child who is less than age [13]; and
- 3. such Child:
 - a. is enrolled for child care with a Child Care Provider; or
 - b. has been enrolled for child care with a Child Care Provider and will be receiving child care within [365 days] after the date of the [Insured's] death,{and,
- 4. coverage for the Insured's Dependents is in force on the date of the Accident.}

Benefits are payable for up to five consecutive 12 month periods or until the date that the child attains age [13], whichever occurs first.

Payment will be made to the surviving legal spouse who has custody of the Child. If there is no surviving spouse or the Child does not live with the spouse, benefits will be paid to the Child's legal guardian. Benefit payments will be made at the end of each [12 month] period, based on documented expenses. A [12 month] period begins when the Child first enters child care with a Child Care Provider after the [Insured's] death or the first of the month following the [Insured's] death if at the time the Child was already receiving child care.

Proof of enrollment with a Child Care Provider satisfactory to us for [each Child] includes, but will not be limited to, the following:

- a copy of the Child's approved enrollment application for child care from a Child Care Provider:
- 2. evidence of payment to a Child Care Provider;
- 3. a letter from the Child Care Provider stating that the Child:
 - a. is attending child care; or
 - b. has been enrolled for child care and will be attending within [365 days] of the date of the [Insureds] death.

Proof of enrollment must be sent to us prior to the last day of the [12th month following the date of death.]

{We will pay {the Minimum Amount for} the Child Care Benefit indicated on the Schedule of Benefits in accordance with the Claims provision for payment of benefits for Loss of life if:

- 1. a Loss of Life Benefit is payable because of the [Insured's] death; and
- 2. no person qualifies as a Child eligible for the Child Care Benefit. }

Additional Definitions - Wherever used in this benefit:

{"Child" means the [Insured's] {unmarried} child, stepchild, legally adopted child, child in the process of adoption or foster child who resides with and is primarily dependent on [the Insured for financial support and maintenance] {and otherwise eligible children who are born or brought into a civil union that has been established according to applicable law} }.

"Child Care Provider" means a facility that or an individual who provides a program of child care that:

- 1. is operated in a private home, school or other facility; and
- 2. makes a charge for the care of children; and
- 3. holds a valid license as a child care center or is operated by an individual who holds a valid license to provide child care, if such licensing is required by the state or jurisdiction in which it is located; or
- 4. if licensing is not required, provides child care on a daily basis for 12 months a year.}

COMA BENEFIT - We will pay the Coma Benefit indicated on the Schedule of Benefits if, as a result of an Accident covered by a Policy Hazard, [an Insured's] Injury results in a Coma. The [Insured] must become Comatose within [31 days] of the Accident.

Benefits payments will begin after the [Insured] has been comatose for [31 days] and will be paid until the earliest of the end of the:

- 1. month in which the [Insured] dies;
- 2. [11th] month for which this benefit is payable;
- 3. month in which the [Insured] recovers from the Coma.

{If Coma Benefits are payable, benefits will not be payable under the Permanent Total Disability Benefit in the Policy.}

The Coma Benefit will be reduced by the amount we have paid under the Accidental Death, [Dismemberment, Loss Of Sight, Speech And Hearing, Loss Of Use Or Paralysis] Benefit for loss by the [Insured] from the same Accident. In the event the [Insured] dies while Coma Benefit payments are being made the Principal Sum will be {further} reduced by the amount we have paid under the Coma Benefit.

{If the [the Insured]:

- 1. dies from {any cause} {or as a result of the covered Accident} while this Coma Benefit is payable {; or
- 2. remains Comatose after this Coma Benefit is payable for [11] straight months},

we will pay the lump sum benefit indicated on the Schedule of Benefits reduced by the amount of any benefit under the Accidental Death, [Dismemberment, Loss Of Sight, Speech And Hearing, Loss Of Use Or Paralysis] Benefit which was paid to the [Insured] for the loss caused by the covered Accident. In the event the lump sum benefit is paid, no further benefit will be paid under the Policy under the Accidental Death, [Dismemberment, Loss Of Sight, Speech And Hearing, Loss Of Use Or Paralysis] Benefit .}}

Additional Definition - Wherever used in this benefit:

A person is considered "Comatose" or in a "Coma" if such person as the result of a covered accident, is in a profound state of unconsciousness, from which one can not be aroused and is unable to respond to external or internal stimuli, as verified by a Doctor.

{CONTINUATION OF MEDICAL COVERAGE BENEFIT - We will pay the Continuation of Medical Coverage Benefit indicated on the Schedule of Benefits if the Insured's death results from an Accident covered by a Policy Hazard, and the Insured's Eligible Dependents:

1. are Covered Dependents under this policy; and

2. elect to continue medical coverage in accordance with the Consolidated Omnibus Reconciliation Act of 1985, as then constituted and later amended (COBRA), or any other mandated state continuation law.

The amount of the additional benefit will be payable for a twelve (12) month period for which medical coverage premium was paid by the surviving [Covered Person].

The request for reimbursement and valid proof of claim must be received within 60 days after each 12 month period of continued medical coverage. The benefit will be paid annually to the surviving [Covered Person], and will be paid for [12 months], or the length of time the surviving [Covered Person] is covered under the COBRA or state mandated continuation of medical coverage, whichever is less.

Benefits will cease to be payable under this Continuation of Medical Coverage Benefit when:

- 1. the [Covered Persons] are no longer eligible for continuation of medical coverage; or
- 2. all benefits under this policy have been exhausted; or
- 3. proof, satisfactory to us, that continuation of medical coverage is in effect for the [Covered Persons] is not received.

Important Notice

This Benefit in no way guarantees any rights to continue coverage under the provisions of COBRA or any other mandated state continuation law. The [Policyholder] is responsible for providing full and complete notice of any continuation offer regarding medical coverage.

The availability of this Benefit does not mean that the [Covered Person] does not have to elect continuation of medical coverage through the [Policyholder]. This Benefit is not COBRA or any other mandated state continuation law continuation. }

(HIV OCCUPATIONAL ACCIDENT BENEFIT - If, as a direct result of an Injury as defined in this Benefit the Insured test HIV Positive, we will pay the lump sum HIV Occupational Accidental Benefit indicated on the Schedule of Benefits.

In order to receive this Benefit, the Insured must:

- 1. file with [the Policyholder], within [48 hours] of the accident, an incident report (notice of exposure), on a form satisfactory to the Administrator, which describes the nature of the exposure to HIV:
- 2. submit such incident report to the Administrator as soon as reasonably possible after the accident;
- not have previously tested positive for HIV, or if the Insured had previously tested positive for HIV, the Insured must have subsequently tested negative for HIV prior to the date of the accident;
- 4. submit to [the Policyholder], as soon as reasonably possible, proof that the Insured tested negative for HIV in a preliminary screening test, such as an ELISA or other appropriate Food and Drug Administration (FDA) approved test (other than saliva or urine testing) within [48 hours] of the Injury at an authorized laboratory other than the laboratory of [the Policyholder]; and
- 5. thereafter, test HIV Positive within [26 weeks] of the date of the Injury reported in item 1. above.

We must receive notification of HIV Positive test results as soon as reasonably possible. This Benefit will be paid in accordance with the policy's Claim Provisions after we receive proof of HIV test results as indicated in this Benefit.

Payment will not be made for any cost incurred for HIV tests or any related testing. In no event will we provide benefits for HIV, acquired immune deficiency syndrome (AIDS), AIDS related complex (ARC), or any complications arising there from, except as specifically provided in this Benefit.

Additional Definitions - Wherever used in this benefit:

"HIV" means human immunodeficiency virus.

"HIV Positive" means [the presence of HIV antibodies in the Insured's blood as substantiated through both a positive screening test enzyme-linked immunosorbent assay (ELISA), and a positive supplement test such as Western Blot. All such tests must be approved by the Food and Drug Administration (FDA) with the interpretation of positive results as specified by the manufacturer(s).]

"Injury" means an accidental:

- 1. cutaneous exposure through abraded skin;
- 2. percutaneous exposure; or
- 3. mucocutaneous exposure;

that occurs while the Insured is covered by this Benefit and Actively at Work.}

HOME ALTERATION AND VEHICLE MODIFICATION BENEFIT - We will pay the Home Alteration and Vehicle Modification Benefit indicated on the Schedule of Benefits if:

- 1. due to an Accident covered by a Policy Hazard, the [Insured] suffers a Loss, other than Loss of Life, for which a benefit is payable; and
- 2. such Injury subsequently requires the use of a wheelchair to be ambulatory.

Payment will be made for the expenses actually incurred within [180 days] from the date of the Accident for the one-time cost of:

- alterations to the [Insured's] principal residence to make it wheelchair accessible and habitable: and
- 2. modifications necessary to a motor vehicle utilized by the [Insured] to make the vehicle accessible or drivable for the [Insured];

provided:

- 1. home alterations are made by persons experienced and licensed in such alterations; and
- 2. vehicle modifications are carried out by persons who are members of the National Mobility Equipment Dealer's (NMEDA) Quality Assurance Program and registered with the National Highway Traffic Safety Administration (NHTSA).

In no event will benefits for home alteration and vehicle modification exceed the applicable maximum benefit indicated on the Schedule of Benefits.}

(CRITICAL BURN BENEFIT - We will pay the Critical Burn Benefit indicated on the Schedule of Benefits if, as a result of an Accident covered by a Policy Hazard, the [Insured] is Critically Burned and requires reconstructive or cosmetic surgery.

{In no event will the total of all benefits paid for any one Insured for any one Accident, under this benefit and the Accidental Death, [Dismemberment, Loss Of Sight, Speech And Hearing, Loss Of Use Or Paralysis] Benefit exceed that [Insured's] Principal Sum.}

Additional Definition - Wherever used in this benefit:

"Critically Burned" means 3rd degree burns over 25% of the body or permanent disfigurement to the point of requiring reconstructive or cosmetic surgery as certified by a Doctor. }

{BRAIN DAMAGE BENEFIT - We will pay the Brain Damage Benefit indicated on the Schedule of Benefits if, as a result of an Accident covered by a Policy Hazard, the [Insured] suffers Brain Damage. The Brain Damage must:

- 1. manifest itself within [30 days] of the Injury;
- 2. require hospitalization of at least [7 days] during the first [60 days] following the Accident; and
- 3. persist for [12 consecutive months] after the date of the Accident.

{In no event will the total of all benefits paid for any one [Insured] for any one accident, under this benefit and the Accidental Death, [Dismemberment, Loss Of Sight, Speech And Hearing, Loss Of Use Or Paralysis] Benefit exceed that [Insured's] Principal Sum.}

Additional Definition - Wherever used in this benefit:

"Brain Damage" means accidental cranial trauma resulting in permanent deterioration and/or loss in intellectual capacity as evidenced by a rating level [V] or below on the Rancho Los Amigos Cognitive Scale for a continuous period of at least [12 months] following the Injury as determined by a Doctor based on laboratory and clinical findings. }

THERAPEUTIC COUNSELING BENEFIT - We will pay the Therapeutic Counseling Benefit indicated on the Schedule of Benefits if, as a result of an Accident covered by a Policy Hazard, the [Insured] suffers a loss for which an Accidental Death, [Dismemberment, Loss Of Sight, Speech And Hearing, Loss Of Use Or Paralysis] Benefit is payable under this policy.

We will pay a benefit for Therapeutic Counseling for the [Insured] who suffered the loss and any Family Member. The counseling must be received within [365] days of the Loss.

Additional Definitions - Wherever used in this benefit:

"Therapeutic Counseling" means treatment or counseling provided by a licensed therapist or counselor registered or certified to provide psychological treatment or counseling. Such therapist or counselor cannot be any person who is related to the [Insured] or the [Insured's] spouse in any of the following ways: [spouse; parent (includes stepparent); brother or sister (includes stepbrother or stepsister); or child (includes legally adopted stepchild).]

"Family Member" means the [Covered Person] and any Eligible Dependents as applicable.

TRAVEL CARE BENEFITS

{Emergency Medical Evacuation Benefit - We will pay the Emergency Medical Evacuation Benefit if medical evacuation is required for the [Insured] due to Injury {or Sickness} while traveling [outside the Insured's country of domicile]. Benefits will be paid for the reasonable expenses incurred for medical evacuation, up to the benefit maximum indicated on the Schedule of Benefits.

Reasonable expenses include:

- 1. immediate transportation to the nearest Hospital able to provide treatment;
- 2. after treatment in a local Hospital, transportation to the [Insured's] home or a Hospital in the [Insured's] home country; and
- 3. medical services and supplies needed during the evacuation.

The evacuation must be ordered by a Doctor who certifies the severity of the condition warrants evacuation.

Transportation must be by the most direct and economical route which is medically appropriate.}

[Medical Disability Repatriation Benefit - We will pay the Medical Disability Repatriation Benefit for the expense of returning the [Insured] to his or her [country of domicile], if [the Insured] became Totally Disabled while traveling outside [such country of domicile]. Benefits will be payable up to the benefit maximum indicated on the Schedule of Benefits and are limited to those expenses which would not have been incurred but for the disability.}

Companion Travel Benefit - We will pay the Companion Travel Benefit if the [Insured] is hospitalized due to Injury (or Sickness) while traveling [outside the Insured's country of domicile], in order to:

- 1. return dependent children under age [16] to home (if necessary, services of a non-family escort is also covered);
- 2. return a travel companion home who forfeited his or her return air fare due to the medical emergency; and
- 3. allow one family member or one friend to visit the hospitalized person if hospitalization lasts longer than [10] days.

The Companion Travel Benefit is the payment of an economy airfare ticket.}

{Repatriation of Remains Benefit - We will pay the Repatriation of Remains Benefit, if the [Insured] dies due to Injury {or Sickness} while traveling [outside the Insured's country of domicile], for reasonable expenses incurred in the repatriation of his or her remains. Benefits will be paid up to the benefit maximum indicated on the Schedule of Benefits.

Reasonable expenses include:

- 1. documentation and authorization from the authorities:
- 2. embalming or cremation;
- 3. an appropriate coffin or urn designed for transportation of mortal remains;
- 4. transportation of mortal remains to burial place in his or her home country. Transportation must be by the most direct and economical route. Transportation expenses for accompanying the body, visitation or funeral expenses are not covered.}

Sickness Exclusion Deletion and Coverage Provision – For the Travel Care Benefits only, the Sickness or disease exclusion does not apply. Benefits are payable for a Sickness or disease for which the Covered Person first seeks medical attention while a Covered Person's coverage is in force.}

{Covered Person Residing Outside the Country - During the [30] days after the [Insured] takes up residence outside his or her country of principal domicile, the Travel Care Benefits apply regardless of whether or not [the Insured] is away from the foreign residence. Thereafter, coverage applies only while on a trip of over [150] miles from the foreign residence.}

(Coordination of Benefits – Travel Care Benefits shall be reduced by amounts payable under:

- 1. other group insurance or an HMO plan;
- 2. Worker's Compensation or occupational disease act or law; and
- 3. any government health plan.}}

{ACCIDENT WEEKLY INCOME BENEFIT - We will pay the Accident Weekly Income Benefit indicated on the Schedule of Benefits, after satisfaction of the Waiting Period, if, as a result of an Accident covered by a Policy Hazard, an Insured becomes Totally Disabled, subject to the following:

- 1. Total Disability commences within [30 days] of the date of the Accident which resulted in the Disability:
- 2. The Insured is under the regular care and treatment of a Doctor; and
- 3. The Insured is able to provide proof of Total Disability.

Benefits will be payable for each week the Insured remains Totally Disabled. For periods of less than a full week, benefits will be paid on a pro-rata basis.

Benefits will cease on the date the Insured:

- 1. has been paid for the maximum benefit period indicated on the Schedule of Benefits;
- 2. dies
- 3. is no longer Totally Disabled; or
- 4. returns to Active Work.

We may require the Insured to submit proof of continued Total Disability from time to time, as often as is reasonably necessary. Failure to provide such proof may result in termination of benefit payments.

No benefits are payable for Total Disability caused by Sickness.

{Benefits During Rehabilitation - With our written permission, the Insured may continue to receive benefits under this section while earning income from employment of not more than 15 hours per week. In such a case, benefits will be payable only to the extent that the Insured's income from such employment, combined with this benefit, does not exceed 100% of the Insured's income prior to becoming Totally Disabled. Benefits during rehabilitation will be payable for periods of [3 months] after which, the Insured must request such benefits for an additional period.}

Extension of Benefits - Termination of the Policy during a period of Total Disability will not affect the payment of benefits under this section.}

The Accident Weekly Income Benefit Amount and Waiting Period are indicated on the Schedule of Benefits.}

GENERAL EXCLUSIONS

{Benefits will not be paid for [an Insured's] loss that:

- 1. is caused by or results from [the Insured's] own:
 - a. intentionally self-inflicted Injury, suicide or any attempt thereat while sane or insane (in Missouri this applies only while sane.);
 - b. voluntary {intoxication,} self-administration of any drug or chemical substance not prescribed by, and taken according to the directions of, a Doctor (Accidental ingestion of a poisonous substance is not excluded.);
 - c. participation in a riot or insurrection {except while on official duty as a peace officer};
 - d. engaging in any illegal or criminal enterprise or activity;
- 2. is caused by or results from:
 - {a. declared or undeclared war or act of war {including resistance to armed aggression};}
 - {b. an Accident which occurs while the [Insured] is on active duty service in any Armed Forces. Send us proof of service. We will refund any premium paid for this time. (Reserve or National Guard active duty for training is not excluded unless it extends beyond 31 days.);}
 - {c. hernia whenever and however sustained; {stroke, coronary occlusion or rupture}}
 - d. aviation, except as specifically provided in the Policy;
 - e. sickness, disease, bodily or mental infirmity or medical or surgical treatment thereof, bacterial or viral infection, regardless of how contracted. This does not include bacterial infection that is the natural and foreseeable result of an accidental cut or wound or accidental food poisoning.
 - (f. nuclear reaction or the release of nuclear energy. However, this exclusion will not apply if the loss is sustained within [180] days of the initial incident and: (i) the loss was caused by fire, heat, explosion or other physical trauma which was a result of the release of nuclear energy; and (ii) the Covered Person was within a 25-mile radius of the site of the release either:
 - i. at the time of the release; or
 - ii. within 24 hours of the start of the release. }
 - {g. Accidental bodily Injuries occurring while the Insured is flying in any Aircraft being used for field or crop dusting or spraying, seeding, fire fighting, sky writing, pipe-line inspection, aerial photography, hunting, exploration, racing or endurance tests, or exhibition stunt flying.}
 - {h. Accidental bodily Injuries occurring while the [Insured] is flying in any Aircraft owned or operated by the [Policyholder].}}

{AGGREGATE LIMIT OF LIABILITY

Aggregate Limits of Liability are shown on the Schedule of Benefits. We will NOT be liable for any amount over such limit for any one Accident under [the applicable Plan]. If the total amount of benefits to be paid to all Covered Person's under a [Plan] of the policy is more than the applicable Aggregate Limit of Liability, the benefit amount payable for a specific Covered Person's loss under the [Plan] will be determined as a proportionate share of the Aggregate Limit of Liability.}

PREMIUM PROVISIONS

Premium Rates. Rates are provided on a group basis. Premiums are shown on the [application]. The policy's premium is the sum of the premiums due for each Insured. {The first premium payment is due on the [Policy] Effective Date. Subsequent premiums are due as indicated on the [application].} {Premium must be paid to the Administrator on or before the premium due date {and not more than [31 days] after the effective date of an eligible person's coverage}.} A person's coverage will not be affected by the Policyholder's failure, due to clerical error, to remit premiums to the Administrator on time.

Changes in Premium Rates. We may change premium rates on the earlier of the following:

- On or after the date indicated on the Schedule of Benefits through which premium rates have been guaranteed. After such a change in premium, no additional change will be made for an additional 12 months, or longer if agreed to in writing by us, except as otherwise provided in this section;
- 2. the date the terms of Eligibility or benefits under the [policy] are amended or modified;
- 3. the date the [policy] is modified to provide coverage for a subsidiary, division, or affiliate of the [Policyholder];
- 4. the date there is a change in the risk factors bearing on the risks covered under the policy;
- 5. the date there is a change in, or addition to, Federal or State law which directly affects our benefit obligation; or
- 6. the date we discover a misrepresentation of the information provided by the [Policyholder] upon which we relied to establish the premium rates.

We will give prior written notice of any change in premium rates to the [Policyholder]. Such notice will be given no sooner than the number of days indicated on the Schedule of Benefits before the effective date of the increase unless the [Policyholder] and we agree otherwise.

Premiums for additional benefits or increased insurance becoming effective during a month in which the [policy] is in force will be charged from the first day of the month in which the change becomes effective.

Premiums for insurance terminating during a month in which the [policy] is in force will cease at the end of the month in which the insurance coverage terminates. Nothing in this provision will extend insurance beyond the date it would have otherwise ended.

Grace Period. A grace period will be granted to the [Policyholder] for payment of each premium due after the first premium, during which grace period, coverage under the policy will continue in force, but the [Policyholder] will remain liable to us for any unpaid premium. The grace period is indicated on the Schedule of Benefits, but such period will never be less than 31 days.

Reporting Requirements - The [Policyholder] or its authorized agent must report to the Administrator, by the premium due date:

- 1. the names of all persons insured on the [Policy] Effective Date:
- 2. the names of all persons who are insured after the [Policy] Effective Date;
- 3. the names of those persons whose insurance has terminated; and
- 4. additional information required as agreed to by us and the [Policyholder].

CLAIM PROVISIONS

Notice of Claim - Notice of Claim. Written notice of claim must be given within 30 days after a loss occurs, or as soon as reasonably possible. The notice must be given to the Administrator. Claims should be sent to:

National Guardian Life Insurance Company [c/oTPA Name and Address]

Claim Forms - When the Administrator receives notice of claim that does not contain all necessary information or is not on an appropriate claim form, forms for filing proof of loss will be sent to the claimant

along with a request for any missing information. If these forms are not sent within 15 days after receiving notice of claim, the claimant will meet the proof of loss requirements if the Administrator is given, within 90 days, written proof of the nature and extent of the loss. The notice should include the Insured's name, the [Policyholder] and the policy number.

Proof of Loss - Written proof of loss must be furnished to the Administrator in case of claim for loss for which the policy provides periodic payment contingent upon continuing loss within 90 days after the end of the period for which we are liable. Written proof that the loss continues must be furnished to the Administrator at intervals required by us.

In case of claim for any other loss, proof must be furnished within 90 days after the date of such loss.

If that is not reasonably possible, we will not deny or reduce any claim if proof is furnished as soon as reasonably possible. Proof must, in any case, be furnished not more than a year later, except for lack of legal capacity.

Time of Payment of Claims - Benefits due under the policy for a loss, other than a loss for which the policy provides installments, will be paid immediately upon receipt of due written proof of such loss.

Subject to due written proof of loss, all accrued benefits for loss for which the policy provides installments will be paid Monthly; any balance remaining unpaid upon the termination of liability will be paid immediately upon receipt of due written proof, unless otherwise stated in the Description of Benefits.

Payment of Claims - Benefits for the Insured's loss of life will be paid to the beneficiary named in [our] records, if any, at the time of payment. If there is no named beneficiary or surviving beneficiary, the Insured's loss of life benefits will be paid in one sum to the first surviving class of the following:

- the beneficiary named to receive the Insured's proceeds under any applicable group life insurance coverage through the [Policyholder];
- 2. legal spouse;
- 3. child or children;
- {4. mother or father;
- 5. sisters or brothers;} or
- 6. the estate of the Insured.

If we are to pay benefits to the estate or to a person who is incapable of giving a valid release, we may pay up to \$1,000 to a relative by blood or marriage whom we believe is equitably entitled. This good faith payment satisfies our legal duty to the extent of that payment.

Any other accrued benefits which are unpaid at the Insured's death may, at our option, be paid either to the Insured's beneficiary or estate. All other benefits, unless specifically stated otherwise, will be paid to the Insured.

{Change of Beneficiary - The Insured can change the beneficiary at any time by giving [us] written notice. The beneficiary's consent is not required for this or any other change which the Insured may make unless the designation of beneficiary is irrevocable.}

{Individual Reinstatement: If an Insured's coverage is terminated, it may be reinstated if the Insured is:

- 1. on an approved leave of absence; or
- 2. on temporary lay-off.

Such person must return to Active Work with you within the period of time shown on the Schedule of Benefits (Individual Reinstatement). He must also be a member of a class eligible for this insurance.

Unless a person is returning after having resigned or having been discharged, he will not be required to fulfill the eligibility requirements of this policy again. The insurance will go into effect on the date he returns to Active Work.}

Physical Examination and Autopsy - We will pay the cost and have the right to have the Covered Person examined as often as reasonably necessary while the claim is pending. We can have an autopsy made at our expense unless prohibited by law.

Legal Actions - No action at law or in equity shall be brought to recover benefits under the Policy less than 60 days after written proof of loss has been furnished as required by the policy. No such action shall be brought more than 3 years after the time written proof of loss is required to be furnished.

GENERAL POLICY PROVISIONS

Entire Contract - The policy, the application of the Policyholder (a copy of which is attached), {applications by Participating Organizations,} endorsements, riders and attached papers constitute the entire contract between the parties.

All statements made by the Policyholder, {Participating Organizations} or Covered Persons, if any, are deemed representations and not warranties. No such statement will cause us to deny or reduce benefits or be used as a defense to a claim unless a copy of the instrument containing the statement is or has been furnished to the [Policyholder].

The policy may be changed at any time or times by written agreement between the [Policyholder] and us. Insurance provided by the policy may be changed or canceled without the consent of any Covered Person and without prior notice to such persons.

No change in the policy will be valid until approved by one of our executive officers. This approval must be endorsed on or attached to the policy. No agent may change the policy or waive any of its provisions.

Incontestability. The validity of the policy will not be contested after it has been in force for two years from the Policy Effective Date, except for non-payment of premium. {The validity of a Participating [Organization's] coverage under the policy will not be contested after such coverage has been in force for two years from the Participating [Organization's] Effective Date, except for non-payment of premium.} After a person has been covered under the policy for two years, no statement made by such person will be used to contest a claim under the policy. We can only contest coverage if the misstatement is made in a written instrument signed by such person and a copy is given to the [Policyholder], the signor or the signor's beneficiary.

Workers' Compensation Insurance - The policy is not in lieu of and does not affect any requirement for coverage under any Workers' Compensation Insurance.

Clerical Error. A purely clerical error, that arises from other than a failure to perform administrative duties hereunder, whether by the [Policyholder] or us, will not void the insurance of any Insured if that insurance would otherwise have been in effect; nor will it extend insurance of such person if that insurance would otherwise have ended or been reduced as provided by the policy. Clerical error may be, by illustration but not limitation, errors in transcription or computation, but is not, by illustration but not limitation, a failure to advise Insureds of procedural requirements.

Records Maintained - The [Policyholder] or its authorized Administrator will maintain records of the essential features of each Covered Person's insurance under the Policy.

We shall be permitted to examine the [Policyholder]'s records relating to coverage under the Policy. Examination may occur at any reasonable time up to the later of:

- 1. the two-year period after the expiration of the policy; or
- 2. the final adjustment and settlement of all claims under the policy.

Certificates of Insurance - A certificate of insurance, if required by applicable law, will be delivered to the [Policyholder] for delivery to the Insured. The certificate will list the benefits, conditions and limits of the policy. It will state to whom the benefits will be paid.

Assignment. {The policy is non-assignable.} {An Insured may {not} assign his or her rights, privileges and benefits under the policy {without the consent of his or her beneficiary. We are not bound by an assignment

until the Administrator receives and files a signed copy. We are not responsible for the validity of assignments. The assignee only takes such rights as the assignor possessed and such rights are subject to state and federal laws and the terms of the policy}.}

{Newly Acquired Subsidiaries - The premium for the policy applies to the risks assumed on the Policy Effective Date. Eligible Persons or members of subsidiaries newly acquired through merger, stock purchase, exchange of stock, or otherwise, shall be insured under the policy, subject to the following conditions:

- 1. The [Policyholder] has at least 50% controlling interest in the subsidiary.
- 2. An additional premium payment is required with a report to us and the name of any newly acquired subsidiary.
- 3. Necessary underwriting information must be furnished for us to determine the additional risks assumed.

No coverage shall continue for more than 60 days after the legal acquisition date unless the required report with the necessary data is supplied and the additional premium paid. The [Policyholder] shall be liable for payment of premium for the period during which such coverage remains in effect.}

Policy Termination - We may terminate coverage on or after the first anniversary as of any premium due date {by providing the Policyholder with [60] days advance written notice}. The [Policyholder] may terminate its coverage on any premium due date {by providing us with [60] day advance written notice}. {Written notice must be given at least 31 days prior to such premium due date.} Failure by the [Policyholder] to pay premiums when due or within the grace period shall be deemed notice to us to terminate coverage at the end of the period for which premium was paid.

Termination will not affect a claim for a covered loss due to an Accident which occurred while coverage was in effect.

Conformity With State Statutes - Any provision of the policy in conflict, on the Policy Effective Date, with the laws of the state where it is delivered, is amended to conform to the minimum requirements of such laws.



ACCIDENT ONLY CERTIFICATE OF INSURANCE

Underwritten by: National Guardian Life Insurance Company

Two East Gilman Street

P.O. Box 1191

Madison, WI 53701-1191

Administrator: [TPA Name

TPA Street Address
TPA City, State, Zip
TPA Toll-Free Number]

Policy No. [XXXX-YYY] ("the policy"), has been issued to [XYZ Company] which we will refer to as "the Policyholder". We will refer to National Guardian Life Insurance Company as "we", "us", or "our".

The policy was delivered in Arkansas and will be governed by the laws thereof {and, to the extent applicable, the Employee Retirement Income Security Act of 1974 (ERISA) and any of its amendments}.

This Certificate of Insurance is evidence of the Insured's insurance under the policy and of its benefits. Everything contained in this Certificate of Insurance is subject to the provisions, definitions, and exceptions in the policy. The policy is on file with the Policyholder and may be examined at any reasonable time. Only one of our executive officers can authorize a change of the policy.

This Certificate replaces all Certificates and Certificate Riders, if any, previously issued to the Insured under the policy.

The President and Secretary of National Guardian Life Insurance Company witness this Certificate:

President

Mark I Solver

THIS CERTIFICATE PROVIDES LIMITED ACCIDENT COVERAGE READ IT CAREFULLY BENEFITS ARE NOT PAYABLE FOR LOSS DUE TO SICKNESS

{RIGHT TO EXAMINE CERTIFICATE. This Certificate of Insurance can be returned for any reason within 30 days after it is received by the Insured. The certificate should be returned by mail or in person to the Administrator. Any premium paid will be refunded and the certificate will be treated as if it were never issued.}

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SCHEDULE OF BENEFITS

[PARTICIPATING ORGANIZATION:

ELIGIBLE CLASS:

Eligible Persons Are:

Eligible Class	<u>Description</u>
1	All active full time employees classified as Managers, domiciled in the United States.
2	All employees classified as Officers
3	Non-employee Members of the Board of Directors
4	All employees other than those classified as Managers and Officers

Eligible Classes are afforded the following:

<u>Covered Policy Hazards</u> <u>Eligible Classes</u>

Acts of Terrorism Coverage Classes 1 and 2

Non-employee Director Coverage Class 3

24 Hour Coverage Classes 1, 2 and 4

<u>Covered Policy Hazards</u> <u>Eligible Classes</u>

Owned /Leased Aircraft Coverage Classes 1, 2 and 4

Description of Aircraft: License Number NC12345, 2000 Cessna Citation, 8

passenger, 2 crew

Specific Trip Coverage Classes 1, 2 and 4

Description of Specific Trip: Class I employees travelling in Europe 01/01/12

through 01/10/12

Sponsored Activity Coverage Classes 1, 2 and 4

Description of Sponsored Activity:

Company Dinner

War Risk Coverage Classes 1, 2 and 4

War Risk Excluded Countries: None

[Certificate holder's name and address:

Certificate Effective Date:

Certificate Number:

Replacement Date:

Certificate holder's Benefits:]

Individual Reinstatement: 6 months

ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT

Principal Sums: Class 1 and 4: \$x,xxx Class 2 and 3: \$xx,xxx

For Insureds age 75 and over, the Principal Sum is subject to automatic reduction. Upon the Insured's attainment of the specified age below, the Principal Sum will be reduced to the applicable percentage. This reduction also applies to Insureds who are age 75 or over on their Individual Effective Date.

Age Percentage of available or in force amount at age 75

75-79 50% 80+ 25%

Spouse and Dependent Children Accidental Death and Dismemberment Benefit

Spouse with no Dependent Child(ren) covered: 50% of the Insured's Principal Sum Spouse with Dependent Child(ren) covered: 40% of the Insured's Principal Sum

Each Dependent Child:10% of the Insured's Principal Sum

Each Dependent Child (if no Spouse):15% of the Insured's Principal Sum

INCREASED DISMEMBERMENT BENEFIT FOR CHILDREN:

Principal Sum: \$x,xxx
Maximum Benefit \$xx,xxx

SPECIFIED ACCIDENTAL INJURY BENEFITS

Principal Sums: Class 1 and 4: \$x,xxx

Class 2 and 3: \$xx,xxx

ACCIDENT WEEKLY INCOME BENEFIT:

Waiting Period xx weeks/xx days of Total Disability

Maximum Benefit Period: xx Weeks Weekly Benefit Amount \$xxx

HOSPITAL CONFINEMENT BENEFIT:

Waiting Period: xx Weeks from the first day of confinement

Maximum Benefit Period:x MonthsMinimum Daily Benefit:\$xxxMonthly Benefit Amount\$x,xxx

ACCIDENTAL MEDICAL/DENTAL EXPENSE BENEFIT:

Deductible: \$XXX
Benefit Percentage: XX%
Benefit Maximum: \$xx,xxx
Benefit Period [104 weeks]

WAR RISK MAXIMUM BENEFIT: \$xx,xxx

PERMANENT TOTAL DISABILITY BENEFIT: \$xx,xxx per week/per month

FELONIOUS ASSAULT BENEFIT: \$xx,xxx

SEATBELT [AND AIR BAG] BENEFIT: \$xx,xxx

[ADDITIONAL AIR BAG BENEFIT \$x,xxx]

MINIMUM BENEFIT \$x,xxx

COMMON CARRIER BENEFIT: \$xx,xxx

COMMON ACCIDENT BENEFIT: \$xx,xxx

EDUCATION BENEFIT: \$xx,xxx per year

SPOUSE RETRAINING MAXIMUM BENEFIT: \$xx,xxx SPOUSE CRITICAL PERIOD BENEFIT: \$xx,xxx

CHILD CARE BENEFIT: \$xx,xxx per 12 month period **COMA BENEFIT:** \$xx,xxx per week/per month

LUMP SUM BENEFIT \$xx,xxx

CONTINUATION OF MEDICAL COVERAGE BENEFIT: \$xx,xxx per 12 month period

MAXIMUM BENEFIT AMOUNT

EMERGENCY MEDICAL EVACUATION BENEFIT MAXIMUM: \$xx,xxx

MEDICAL DISABILITY REPATRIATION BENEFIT MAXIMUM: \$xx,xxx

REPATRIATION OF REMAINS BENEFIT MAXIMUM: \$xx,xxx

THERAPEUTIC COUNSELING BENEFIT: \$xx,xxx

HIV OCCUPATIONAL ACCIDENT BENEFIT \$xx,xxx

HOME ALTERATION AND VEHICLE MODIFICATION

MAXIMUM BENEFIT CRITICAL BURN BENEFIT BRAIN DAMAGE BENEFIT

\$xx,xxx \$xx,xxx \$xx,xxx

Aggregate Limits of Liability: \$x,xxx,xxx
]

DEFINITIONS

The terms shown below shall have the meaning given in this section whenever they appear in the policy. Additional terms may be defined within the provision to which they apply.

"Accident" means a sudden, unexpected and unintended incident that occurs while coverage is in force with respect to the person whose Injury is the basis of the claim and that results in Injury or loss covered by the policy.

{Active Work/Actively At Work" means expending time and energy in the performance of regular duties [for the Policyholder] at the Insured's usual place of employment, or at a location to which [the Policyholder] requires the Insured to travel and for which the Insured is receiving Earnings for such duties. An Insured will be considered Actively at Work on each regularly scheduled non work day if he or she was Actively At Work on the immediately preceding scheduled work day.}

{"Aircraft" means a vehicle which:

- 1. has a valid certificate of airworthiness; and
- 2. is being flown by a pilot with a valid license appropriate to the Aircraft.}

{"Business Travel" means a trip, {including Personal Deviation {and Sojourn}}, while on [Policyholder] Business. The business trip must require the Insured to travel away from the premises of his/her regular place of employment. For the purposes of going on a business trip, the trip will begin on the last to occur:

- 1. when the Insured leaves his or her home; or
- 2. when the Insured leaves his/her place of regular employment.

The trip will end when the Insured:

- 1. arrives at his/her home or place of regular employment, whichever happens first; {or
- 2. makes a Personal Deviation.}

Business Travel does not include commuting between the Insured's home and place of work.

{"Chartered Aircraft" means Aircraft which is hired by [the Policyholder:]

- 1. for one purpose, trip or general use; and
- 2. for a period of time not to exceed [10] consecutive days.

Chartered Aircraft does not include Aircraft which is:

- 1. Owned or Leased; or
- 2. hired on a regular or frequent basis, by the [Policyholder].}

("Covered Dependent" means an Eligible Dependent who is a Covered Person.)

"Covered Person" means an Insured {and where applicable Eligible Dependents for whom application is made and who are approved to participate in the benefit plans issued under the policy, provided the required premium for such Dependents' insurance is paid when due}.

{"Doctor" means a licensed practitioner of the healing arts acting within the scope of such license. Doctor does not include the Covered Person, the Covered Person's spouse, child, parent, brother, sister, or a person living with the Covered Person.}

{"Earnings" means the Insured's Annual rate of pay as reported by [the Policyholder]. It does [not include overtime, bonus, or additional compensation or pay for more than 40 hours a week].}

{"Eligible Dependents" means:

- 1. the Insured's lawful spouse {under the age of [65]} {or
- 2. a person with whom the Insured forms a civil union according to applicable law;); and
- 3. the Insured's {unmarried} children {who are age 14 days or older, but} less than age [26]. { An unmarried child who is less than age [26] may also be included if the child is enrolled full-time in an accredited school or college.}

Dependent children may include stepchildren, foster children, legally adopted children, children of adopting parents pending finalization of adoption procedures and children for whom coverage has been court-ordered {and otherwise eligible children who are born or brought into a civil union that has been established according to applicable law}.

{Dependent children (other than those for whom coverage has been court-ordered), must:

- a. have their principal residence with the Insured; and
- b. chiefly rely on the Insured for support and maintenance. }

{"Felonious Assault" means an act of violence against the [Insured] as [an employee] of the [Policyholder].}

"Full-time" means working [for the Policyholder an average of at least 30 hours per week, unless otherwise shown on the Schedule of Benefits.]

{"Hospital" means an institution which:

- 1. is operated pursuant to law;
- 2. is primarily and continuously engaged in providing medical care and treatment to sick and injured persons on an Inpatient basis;
- 3. is under the supervision of a staff of Doctors;
- 4. provides 24-hour nursing service by or under the supervision of a graduate registered nurse (R.N.);
- 5. has medical, diagnostic and treatment facilities, with major surgical facilities;
 - a. on its premises; or
 - b. available to it on a prearranged basis; and
- 6. charges for its services.

Hospital does not include:

- 1. a clinic or facility for:
 - a. convalescent, custodial, educational or nursing care;
 - b. the aged, drug addicts or alcoholics;
 - c. rehabilitation; or
- 2. a military or veterans hospital or a hospital contracted for or operated by a national government or its agency unless:
 - a. services are rendered on an emergency basis; and
 - b. a legal liability exists for the charges made to the individual for such services in the absence of insurance.}

"Injury" means bodily harm which results, directly and independently of all other causes, from an Accident.

{"Inpatient" means a Covered Person who is provided at least one day's room and board by a Hospital.}

"Insured" means any Eligible Person who makes application for, or for whom application is made and who is approved to participate in the benefit plans issued under the policy, provided the required premium for such Person's insurance is paid when due.

{"Leased Aircraft," means an Aircraft for which [the Policyholder] has a written lease under whose terms, the Aircraft:

1. can be used at [the Policyholder's] discretion;

- can be used by [the Policyholder] for 2 or more trips or for more than 10 consecutive days;
- 3. cannot be altered or sold by [the Policyholder], without the consent of the lessor or owner.}

{"Operated or Controlled Aircraft" means an Aircraft which:

- 1. has been leased[, rented or borrowed] by [the Policyholder] for at least [10] consecutive days;
- 2. can be used at [the Policyholder]'s discretion; and
- 3. cannot be altered or sold by [the Policyholder] without the consent of the owner or lessor.

Operated or Controlled Aircraft does not include any Owned Aircraft.}

{"Owned Aircraft" means Aircraft to which [the Policyholder] holds legal or equitable title.}

{"Personal Deviation" means a non-business activity undertaken in conjunction with a business trip that would not have been undertaken were it not for the business trip.}

{"[Policyholder] Business" means on assignment by or with the authorization of [the Policyholder] for the purpose of furthering the business of [the Policyholder];

[Policyholder] Business does not include commuting and bonafide leaves of absence or vacations.}

{"Private Passenger Automobile" means a listed four-wheel vehicle which is:

- 1. validly registered; and
- 2. {if other than a Policyholder owned vehicle, }NOT licensed commercially. Listed Vehicles are limited to private passenger cars, station wagons, sport-utility vehicles, pick-up trucks, and van-type cars.}

"Sickness" means disease, bodily or mental infirmity or medical or surgical treatment thereof, bacterial or viral infection, regardless of how contracted. This does not include bacterial infection that is the natural and foreseeable result of an accidental cut or wound, or accidental food poisoning.

{"Sojourn" means a temporary stay before, during or after a business trip that would not have been taken were it not for the business trip.}

{"Total Disability" or "Totally Disabled" means:

- 1. with respect to the Insured, the complete inability to perform all of the substantial and material duties and functions of his or her occupation and any other gainful occupation in which the same or substantially the same compensation is earned as was earned prior to disability; and
- 2. with respect to any other Covered Person, confinement as an Inpatient in a Hospital.}

(PARTICIPATING ORGANIZATION EFFECTIVE AND TERMINATION DATES)

Participating Organization Effective Date. The Participating Organization's coverage under the policy takes effect at 12:01 a.m. on the Participating Organization Effective Date indicated on the Participation Agreement.

Coverage Termination by Us. We may terminate the Participating Organization's coverage on any premium due date on or after the Initial Rate Period through which premium rates have been guaranteed, as indicated on the Participation Agreement.

We will provide [31] days advance written notice of our intent to terminate by mail or personal delivery. Termination will take effect at 11:59 p.m. at the Policyholder's address on the date of termination.

Coverage Termination by the Participating Organization. The Participating Organization may terminate coverage under the policy by mailing or delivering to us written notice at least [31] days in advance of the termination date. Termination will take effect at 11:59 p.m. at the Policyholder's address on the termination date specified in such notice.

Coverage Termination by Both Parties. Coverage under the policy may be terminated at any time by the mutual written consent of the Participating Organization and us.

Coverage Termination for Non-Payment of Premium. If any premium is not paid by the end of the grace period specified in the Participation Agreement, coverage under the policy will automatically terminate at 11:59 p.m. at the Policyholder's address on the premium due date.}

PROVISIONS CONCERNING COVERED PERSONS

Eligibility: Eligible Persons are described on the Schedule of Benefits. This includes anyone who may become eligible while the policy is in force.

Effective Dates: An Eligible Person will become an Insured on the latest of the following {provided the first premium is paid and the Eligible Person is alive prior to the Effective Date}:

- 1. 1.the [Policy] Effective Date; or
- 2. {the Participating Organization's effective date; or}
- 3. {the [date the person enrolls] if such person becomes eligible after the Policy Effective Date and the person's enrollment and premium are received within [31 days] after the date the person becomes eligible; or}
- 4. {the [first day of the month following the] date the Eligible Person is approved for coverage; or}
- 5. as indicated on the Schedule of Benefits.

{Deferred Effective Dates: The effective date of coverage will be deferred for an Eligible Person who is [confined in an institution or at home or is Totally Disabled] on the day such person's coverage would otherwise take effect. Coverage for such a person will take effect [on the first day of the month coinciding with or next following the date] when the Eligible Person is [given final medical release from such confinement or no longer Totally Disabled]. }

(Changes in Amounts of Insurance. Any increase in the amount of an [Insured's] amount of Insurance benefit [elected by the Insured] will take effect on the latest of the following:

- 1. the [first day of the month coinciding with or next following the] date of such increase, [if the Insured is Actively at Work or is not confined in an institution or at home on such date];
- 2. if the [Insured] was not [Actively at Work or was confined in an institution or at home] on the date the increase would otherwise become effective, the first [day of the month coinciding with or next following the first] full day following the day the [Insured returns to Active Work or is given final medical release from such confinement]; or
- 3. as indicated on the Schedule of Benefits.

Any decrease in the [Insured's] Insurance benefit will take effect on the [first day of the month coinciding with or next following the date of the request] of the decrease.

(Changes in Amounts of Insurance. Any increase in the [Insured's] Benefit Amount will take effect on the premium due date following the date the Eligible Person is approved for the change.

Any decrease in the [Insured's] Benefit Amount will take effect on the premium due date coinciding with or next following the date of the request.}

{An [Insured's] Insurance will not be increased in excess of the Amount originally enrolled for unless he or she is approved by us for such excess amount . The [Insured] will become covered for the excess amount on the later of first day of the month following the date we approve the increased amount or as indicated on the Schedule of Benefits.}

Termination: Coverage for an Insured will end on the earliest of:

- 1. the [first day of the month coinciding with or next following the] date the Insured is no longer in an Eligible Class; or
- 2. the end of the period for which the last premium contribution is made;
- 3. the date the Policy is terminated
- the date the Insured is on full time active duty in any Armed Forces. (Send us proof of service. We will refund any premium paid for this time.) This does not include Reserve or National Guard duty for training; or}
- the date immediately following the date any coverage for which the insured is not required to make a contribution is terminated; or}

- (6. The [first day of the month coinciding with or next following the] date the Insured attains age [75].
- {7. The Participating Organization's Termination Date.}

Termination will not affect a claim for a covered loss.

(Continuation of Coverage: Coverage can be continued by payment of premium for an Insured who is no longer eligible due to:

- 1. Total Disability; or
- 2. authorized leave of absence, (other than military leave).

Coverage so continued will end on the earliest of:

- 1. [6] months if the Insured ceases to be eligible due to Total Disability; or
- 2. [1] month if the Insured ceases to be eligible due to temporary layoff or approved leave of absence.
- 3. the end of the period for which the last premium is paid.

Termination will not affect a claim for a covered loss that occurs while the Insured's coverage is in force.}

{Coverage under the policy may also be extended to include Eligible Dependents.}

{Coverage for a newborn child of an Insured will automatically become effective on the date the newborn child becomes eligible for Insurance. Coverage for that child will end 31 days after this effective date unless: (1) each child of the Insured is covered under the policy on that date; or (2) the Insured has made written request for and paid the required contribution toward the cost of the child's coverage.}

{In any event: (1) a lawful spouse who is also an Eligible Person cannot be covered as a dependent of an Insured; and (2) dependent children of such persons will only be considered Eligible Dependents of one Insured.}

{Domestic Partner Coverage - An Insured may elect coverage under the policy for his or her qualified domestic partner and children of a qualified domestic partner who would be eligible for coverage if they were the Insured's children. The coverage provided to such persons will be on the same basis as that provided for an Eligible Dependent of the Insured.

"Qualified domestic partner" means either:

- 1. if the state in which the policy is delivered does not recognize domestic partnerships, a person: who is at least 18 years of age; who is not related to the Insured by blood; who has been living together with the Insured for at least 12 consecutive months; who is financially interdependent with the Insured for all living expenses; and, for whom a written affidavit of domestic partnership, acceptable to us, has been completed; or
- 2. if the state in which [the policy is issued/the Insured resides] recognizes domestic partnerships, a person who together with the Insured has filed and maintains a valid Declaration of Domestic Partnership with the [applicable regulatory body/Secretary of State] in the state in which [the policy is issued/the Insured resides].

An Insured may not have more than one qualified domestic partner nor may a person be a qualified domestic partner for more than one person. The Insured must notify the Administrator within 30 days if there is any change in the domestic partner status between the Insured and qualified domestic partner. A signed statement of termination of domestic partnership will be required. }

Dependents Effective Date - Dependent insurance will become effective on the latest of the following {provided the first premium is paid and the Eligible Dependent is alive prior to the Dependents Effective Date}:

1. the Insured's effective date if the dependent is eligible as of the Insured's effective date and the Insured enrolls and pays premium for the dependent on or before that date; or

- 2. {the [date the Insured enrolls a dependent] if the dependent becomes eligible after the Insured's effective date and the enrollment and premium are received within [31 days] after the date the dependent becomes eligible; or}
- 3. {the [first day of the month following] the date coverage for dependents is approved; or}
- 4. {the first day of the month on or after the date the first payroll deduction is authorized; or}
- 5. as provided on the [Schedule of Benefits].

In no case will coverage for eligible dependents take effect before the Insured's. {No dependent will be covered unless application has been made and the correct premium has been paid.} {No dependent for whom coverage is elected more than 31 days after first becoming eligible will be covered prior to the first day of the month following the date the Company approves the evidence of insurability requirement}

{Coverage for a dependent will be delayed if, on the effective date described in this section, the dependent is confined for medical care or treatment in an institution or at home. The delay will end and the coverage will become effective on the [first day of the month coinciding with or next following] the final discharge from such confinement. {This provision will not apply to a newborn child.}}

Dependent Termination Date: Coverage for dependents will end on the earlier of:

- 1. the Insured's termination date:
- 2. the end of the period for which the last premium contribution is made;
- 3. the [premium due date coinciding with or next following the date] the dependent is no longer eligible unless contributions for coverage were made in advance, in which case coverage will terminate at the end of the period for which premiums have been paid {; or
- 4. with respect to the Insured's spouse the attainment of age [75; or]}
- 5. {the date the dependent is on full time active duty in any Armed Forces. (Send us proof of service. We will refund any premium paid for this time.) This does not include Reserve or National Guard duty for training}.

Coverage will continue for any child who reaches the age limit and is both:

- 1. totally incapable of self-sustaining employment due to a physical or intellectual disability; and
- 2. chiefly dependent on the Insured for support and maintenance.

At our request and expense, the Insured must furnish proof of the child's incapacity and dependency to the Administrator. If the incapacity or dependency subsequently ends, the Insured must notify the Administrator.

In no case will coverage end later than the Insured's.}

(Continuation of Dependents Coverage – Coverage under the policy on insured Dependents will continue if:

- coverage for dependents is in effect on the date of an Accident in which the [Insured] was involved; and
- 2. the [Insured] dies as a result of an accident for which the policy provides coverage.

Coverage will be continued, without premium payment, for up to [6] months following the last premium contribution. Benefits for which payment has been made due to the [Insured's] death, end with the payment. The Insured spouse assumes the rights and obligations. Except as provided in this section coverage will not be continued beyond the date it would otherwise end under the Termination provisions of the policy. Termination will not affect a claim for a covered loss due to an accident, which occurred while the coverage was in effect.}

{If termination of dependents insurance is due to the death of the [Insured], an insured dependent spouse may elect to continue coverage under the policy by making written request and continuing premium payments. When such election is made, the spouse shall be considered the [Insured] under the terms of the policy. If there is no covered dependent spouse, covered dependent children may continue coverage under the policy, subject to the payment of premiums and other termination provisions of this section.}

DESCRIPTION OF POLICY HAZARDS

(Applies to Eligible Classes as Shown on the Schedule of Benefits)

We will pay the benefits described in the Description of Benefits section for an Accident caused by a Policy Hazard described below. Unless otherwise stated, we will pay benefits for a covered loss only once, even if coverage is provided under more than one of the following Policy Hazards.

{ACTS OF TERRORISM COVERAGE {(Business Travel Only) }- We will pay the benefits described in the policy for an Accident which happens to an Insured caused by an Act of Terrorism {during Business Travel}.

<u>Additional Definitions</u> - Wherever used in this Coverage:

Act of Terrorism means an act of violence committed or threatened to be committed against non-combatants.

Such act must be

- 1. premeditated;
- 2. {politically motivated}; and
- 3. committed by:
 - a. a person or persons not acting on behalf of a sovereign state; or
 - b. clandestine state agents.

{Exclusion - For this Policy Hazard only, benefits will not be paid for an Insured's loss caused by or resulting from nuclear radiation or the release of nuclear energy.}

{ALL CONVEYANCE COVERAGE{, EXCLUDING [POLICYHOLDER] OWNED/OPERATED AIRCRAFT} {(BUSINESS ONLY)} - We will pay the benefits described in the policy for an Accident which happens to an Insured anywhere in the world {while traveling on business for the [Policyholder]} and,

- While operating, riding as a passenger, in or on (including boarding or alighting from) or through being struck by any conveyance being used as a means of land or water transportation except
 - a. any such conveyance which the Insured has been hired to operate or serve as a member of the crew, or
 - b. any such conveyance which the Insured is operating or serving as a member of the crew for the transportation for hire, profit or gain, or passengers or property.
- 2. While riding as a passenger, and not as a pilot, operator or member of the crew, in or on (including boarding or alighting from):
 - a. any civilian scheduled air carrier holding certificate, license or similar authorization for civilian scheduled air carrier transportation by the country of the Aircraft's registry, and which in accordance therewith files, prints, maintains and publishes schedules and tariffs for regular passenger service between named cities at regular and specified times, or any chartered flights operated by such carriers; or
 - b. any Aircraft operated by the Air Mobility Command (AMC) of the United States or by the similar military air transport service of any duly constituted governmental authority of any other recognized country; or
 - c. any powered Aircraft having a valid and current NC or N Standard Airworthiness Certificate issued by the Civil Aeronautics Administration of the United States, or its successor, or any similar certificate issued by the jurisdictional agency or authority of any other recognized country, and piloted by a person who then holds a valid and current Certificate of Competency of a rating authorizing him to pilot such Aircraft.
- 3. By being struck by any Aircraft while at an airport or place of forced landing in the course of a trip in an Aircraft specified above.}

{COMMON CARRIER (AIR, LAND, SEA) INCLUDING AMC COVERAGE {(BUSINESS ONLY)} - We will pay the benefits described in the policy for an Accident which happens to an Insured anywhere in the world {while traveling on business for the [Policyholder]} and,

- 1. While riding as a passenger, and not as a pilot, operator or member of the crew, in or on (including boarding or alighting from);
 - any air, land or water conveyance operated under a license for the transportation of passengers for hire; or
 - b. any Aircraft operated by the Air Mobility Command (AMC) of the United States or by the similar military air transport service of any duly constituted governmental authority of any other recognized country.
- 2. {By being struck or run down by an Aircraft while at an airport or place of forced landing in the course of a trip in an Aircraft specified above.}
- {3. While such Insured is;
 - a. in or on an airport, rail station or bus stop, or
 - b. pedestrian who is struck or comes into contact with any conveyance, which is commercially licensed to carry passengers.
- 4. The injury directly and independently of all other causes resulted in the covered Loss.}}

{{EXTRAORDINARY} COMMUTATION COVERAGE - We will pay the benefits described in the policy for any Accident which happens to an Insured while commuting directly between the Insured's home and the [Policyholder]'s premises where the Insured normally works{, while a strike, work-stoppage, power failure or public disaster has made public transportation, which is regularly used by the Insured, unavailable}.

This coverage does not include Accidents that happen more than [2 hours] after the Insured leaves his or her home or place of work, unless it can definitely be shown:

- 1. the delay was caused by conditions beyond the control of the Insured; or
- 2. more time was needed for normal direct commuting.}

EMERGENCY RESCUE UNIT COVERAGE - We will pay the benefits described in the policy for an Accident which happens to an Insured during training exercises or while responding to fires, oil spills, hazardous material incidents, rescues, medical emergencies, and any other emergency rescue unit duties. Any training or responses must be at the direction and with the authorization of the [Policyholder].}

EMERGENCY TEAM COVERAGE - We will pay the benefits described in the policy for an Accident which happens to an Insured while participating as a member of a [Policyholder] sponsored and approved fire or medical emergency team, bomb scare team, or other similar emergency team.}

{ 24-HOUR COVERAGE {(except [pilots, crew members and] Owned Aircraft)} - We will pay the benefits described in the policy for any Accident, which happens to [an Insured]. This includes travel or flight in an Aircraft except as restricted by the Policy Hazard Limitations. {Benefits which become payable due to this coverage will be reduced by benefits paid under any other hazard coverages in this policy.}

With respect to flying in Aircraft, coverage shall only apply while riding as a passenger, [and not as] a pilot, operator or member of the crew, in or on (including boarding or alighting from):

- any civilian scheduled air carrier holding certificate, license or similar authorization for civilian scheduled air carrier transportation by the country of the Aircraft's registry, and which in accordance therewith files, prints, maintains and publishes schedules and tariffs for regular passenger service between named cities at regular and specified times, or any chartered flights operated by such carriers; or
- 2. any Aircraft operated by the Air Mobility Command (AMC) of the United States or by the similar military air transport service of any duly constituted governmental authority of any other recognized country; or
- any powered Aircraft having a valid and current NC or N Standard Airworthiness
 Certificate issued by the Civil Aeronautics Administration of the United States, or its
 successor, or any similar certificate issued by the jurisdictional agency or authority of any

other recognized country, and piloted by a person who then holds a valid and current Certificate of Competency of a rating authorizing him to pilot such Aircraft.}

EXTENSION TO 24-HOUR COVERAGE ((except [pilots, crew members and] Owned Aircraft)} - We will pay the benefits described in the policy for any Accident, which happens to [an Insured]. This includes travel or flight in an Aircraft except as restricted by the Policy Hazard Limitations. {Benefits which become payable due to this coverage will be reduced by benefits paid under any other hazard coverages in this policy.}

With respect to flying in Aircraft, coverage shall only apply while riding as a passenger, [and not as] a pilot, operator or member of the crew, in or on (including boarding or alighting from):

- any civilian scheduled air carrier holding certificate, license or similar authorization for civilian scheduled air carrier transportation by the country of the Aircraft's registry, and which in accordance therewith files, prints, maintains and publishes schedules and tariffs for regular passenger service between named cities at regular and specified times, or any chartered flights operated by such carriers; or
- 2. any Aircraft operated by the Air Mobility Command (AMC) of the United States or by the similar military air transport service of any duly constituted governmental authority of any other recognized country; or
- 3. any powered Aircraft having a valid and current NC or N Standard Airworthiness
 Certificate issued by the Civil Aeronautics Administration of the United States, or its
 successor, or any similar certificate issued by the jurisdictional agency or authority of any
 other recognized country, and piloted by a person who then holds a valid and current
 Certificate of Competency of a rating authorizing him to pilot such Aircraft.}

{FELONIOUS ASSAULT COVERAGE - We will pay the benefits described in the policy for an Accident which happens to an Insured:

- {1. while the Insured is{:
 - a. on [the Policyholder]'s premises; {or
 - b.} on [the Policyholder]'s business;} and
- 2. }which is a direct result of:
 - a. robbery or an attempted robbery;
 - b. kidnapping during a robbery; or
 - c. Felonious Assault inflicted by a person other than [a fellow employee or] a member of the Insured's family or household.}

{HIJACKING AND AIR PIRACY COVERAGE {(BUSINESS ONLY)}- We will pay the benefits described in the policy for an Accident which happens to an Insured and which is caused by hijacking, air piracy, or any unlawful seizure or attempted seizure of an Aircraft.

Premiums and Coverage Subject to Change - The premiums and benefits of this Hijacking and Air Piracy Coverage may be changed at anytime by agreement between the [Policyholder] and us. This may be done as needed to reflect conditions which, in the opinion of the [Policyholder] or us, change the Hijacking and Air Piracy risk.

Termination - The [Policyholder] may cancel this Hijacking and Air Piracy Coverage at any time by sending written notice to us at our home office. This coverage will be canceled when we receive the [Policyholder]'s notice, or later if the [Policyholder] so specifies. We may cancel this coverage at any time by sending the [Policyholder] at least [10 days'] written notice to its most recent address in our records. We will promptly return any unearned premium that the [Policyholder] has paid. Change or termination of this coverage will not affect a claim which begins while this coverage is in force.}

{NATIONAL GUARD AND ARMED FORCES RESERVE COVERAGE - Notwithstanding any applicable Policy Hazard Limitation, we will pay the benefits described in the policy for an Accident which happens to the Insured while a member of the U.S. Military Reserve or National Guard.

While the Insured is a member of the U.S. Military Reserve or National Guard, coverage under the policy will remain in force beyond the 31-day active duty training period and continue:

- 1. during the Insured's initial training period;
- 2. if the Insured is called to active duty [for a domestic emergency].

{NON-EMPLOYEE DIRECTOR COVERAGE - We will pay the benefits described in the policy for any Accident which happens to an Insured while traveling to, during the course of, or returning from:

- 1. a meeting of the [board of directors] or other similar duties; or
- 2. a trip taken at the [Policyholder]'s specific request; or
- 3. any trip for which the Insured received reimbursement from the [Policyholder] for expenses or services performed.

All such trips must be authorized by the [Policyholder].

For the purpose of going on the trip, the trip will begin on the last to occur:

- 1. when the Insured leaves his/her home: or
- 2. when the Insured leaves his/her regular place of employment.

This coverage will end when the Insured:

- 1. arrives at the Insured's home or place of work, whichever happens first; {or
- 2. makes a Personal Deviation.

This coverage does not include:

- 1. commuting between the Insured's home and place of work; or
- 2. Personal Deviations by the Insured.

With respect to flying in Aircraft, coverage shall only apply while riding as a passenger, and not as a pilot, operator or member of the crew, in or on (including boarding or alighting from):

- any civilian scheduled air carrier holding certificate, license or similar authorization for civilian scheduled air carrier transportation by the country of the Aircraft's registry, and which in accordance therewith files, prints, maintains and publishes schedules and tariffs for regular passenger service between named cities at regular and specified times, or any chartered flights operated by such carriers; or
- 2. any Aircraft operated by the Air Mobility Command (AMC) of the United States or by the similar military air transport service of any duly constituted governmental authority of any other recognized country; or
- 3. any powered Aircraft having a valid and current NC or N Standard Airworthiness Certificate issued by the Civil Aeronautics Administration of the United States, or its successor, or any similar certificate issued by the jurisdictional agency or authority of any other recognized country, and piloted by a person who then holds a valid and current Certificate of Competency of a rating authorizing him to pilot such Aircraft.

This Policy Hazard is subject to the applicable Policy Hazard Limitations.

{OCCUPATIONAL COVERAGE - We will pay the benefits described in the policy for any Accident that happens to an Insured while the Insured is performing the duties of his occupation.

With respect to flying in Aircraft, coverage shall only apply while riding as a passenger, and not as a pilot, operator or member of the crew, in or on (including boarding or alighting from):

 any civilian scheduled air carrier holding certificate, license or similar authorization for civilian scheduled air carrier transportation by the country of the Aircraft's registry, and which in accordance therewith files, prints, maintains and publishes schedules and tariffs

- for regular passenger service between named cities at regular and specified times, or any chartered flights operated by such carriers; or
- any Aircraft operated by the Air Mobility Command (AMC) of the United States or by the similar military air transport service of any duly constituted governmental authority of any other recognized country; or
- 3. any powered Aircraft having a valid and current NC or N Standard Airworthiness
 Certificate issued by the Civil Aeronautics Administration of the United States, or its
 successor, or any similar certificate issued by the jurisdictional agency or authority of any
 other recognized country, and piloted by a person who then holds a valid and current
 Certificate of Competency of a rating authorizing him to pilot such Aircraft.}

(LINE OF DUTY COVERAGE - We will pay the benefits described in the policy for an Accident which happens to an Insured in the performance of his responsibilities while in the Line of Duty.

With respect to flying in Aircraft, coverage shall only apply while riding as a passenger, and not as a pilot, operator or member of the crew, in or on (including boarding or alighting from):

- any civilian scheduled air carrier holding certificate, license or similar authorization for civilian scheduled air carrier transportation by the country of the Aircraft's registry, and which in accordance therewith files, prints, maintains and publishes schedules and tariffs for regular passenger service between named cities at regular and specified times, or any chartered flights operated by such carriers; or
- any Aircraft operated by the Air Mobility Command (AMC) of the United States or by the similar military air transport service of any duly constituted governmental authority of any other recognized country; or
- 3. any powered Aircraft having a valid and current NC or N Standard Airworthiness Certificate issued by the Civil Aeronautics Administration of the United States, or its successor, or any similar certificate issued by the jurisdictional agency or authority of any other recognized country, and piloted by a person who then holds a valid and current Certificate of Competency of a rating authorizing him to pilot such Aircraft.}

Additional Definitions - Wherever used in this Coverage:

"Line of Duty Accident" means an accident, including accidental exposure to adverse weather conditions, that occurs while the Insured is taking any action which by rule, law, regulation, or condition of employment the Insured is obligated or authorized to perform as a Public Safety Officer in the course of controlling or reducing crime or criminal law enforcement, including such action taken in response to an emergency while off duty.

If the Insured is a Public Safety Officer whose primary job duties are controlling or reducing crime, criminal law enforcement, or fire suppression, Line of Duty Accident includes a Line of Duty Accident that occurs while the Insured is on duty at social, ceremonial, or athletic functions to which the Insured is assigned or for which the Insured is paid as a Public Safety Officer by the [Policyholder].

"Public Safety Officer" means an Insured whose primary job duties include controlling or reducing crime or juvenile delinquency, criminal law enforcement, or fire suppression. Public Safety Officer includes police officers, fire fighters, corrections officers, judicial officers, and officially recognized or designated volunteer firefighters, if they otherwise meet the definition of Public Safety Officer.}

{OWNED/LEASED AIRCRAFT COVERAGE: We will pay the benefits described in the policy for an Accident which happens to an Insured {that occurs during a business trip} which results from such Insured:

1. riding in, getting into or out of the aircraft described [below/on the Schedule of Benefits], as a {passenger, pilot or crew member}[:

License No.	Make	Model	Passenger Seats	Crew Seats
EVX2468	Cessna	1075A	4	2
4EVX68	Cessna	657LL	6	2]

Such aircraft must:

- a. have a current, valid airworthiness certificate; and
- b. be piloted by a person who is holding a current, valid certificate of competence for that type of aircraft.

The certificates called for in (a) and (b) above must have been issued by the proper government agency of the country of origin of the aircraft and pilot; or

- 2. making a parachute jump from any aircraft described above for self-preservation; or
- 3. being struck by an aircraft described in 1 above.

Coverage of Substitute Aircraft: If the aircraft listed [above/on the Schedule of Benefits is] withdrawn from normal use due to mechanical breakdown, servicing or loss, coverage will be extended to the Insured who uses a substitute aircraft. Such aircraft must:

- 1. be in the same airworthiness, certificate class as the aircraft listed above;
- 2. not be owned by [the Policyholder]; and
- 3. not be larger in passenger and crew member capacity than the aircraft that was replaced. This coverage will be extended only while the aircraft named above is withdrawn from normal use. We must be promptly notified by you in writing of all substitutions of aircraft.

Coverage of Newly Acquired Aircraft: Coverage will be extended to any additional, newly acquired aircraft which is owned or leased by [the Policyholder]. [The Policyholder] must notify us of such aircraft no later than 30 days from the delivery date. Insurance coverage for this aircraft will be effective from the delivery date unless:

- 1. [the Policyholder] does not give us the required notice; and
- 2. [the Policyholder] does not pay the additional premium, if any, within the prescribed time.

Additional Exclusions: For this Policy Hazard only, in addition to the General Exclusions, we will not pay for a loss caused by or resulting from the use of any aircraft for:

- 1. crop dusting, seeding, spraying, fire fighting, exploration, pipe line or power line inspection, hunting, aerial photography or banner towing without prior written consent;
- 2. flying which requires a special permit or waiver from any authority having jurisdiction over civil aviation, even if granted, unless we give our prior written consent;
- 3. acrobatic or stunt flying; or
- 4. any type of training or instruction. }

{PERSONAL DEVIATION COVERAGE - We will pay the benefits described in the policy for an Accident which happens to an Insured while making a Personal Deviation while on Business Travel.{ Such Personal Deviation must take place [100] miles or more from the Insured's principal residence or place of business.} The Insured is not covered during a bona fide vacation.

With respect to flying in Aircraft, coverage shall only apply while riding as a passenger, and not as a pilot, operator or member of the crew, in or on (including boarding or alighting from):

- any civilian scheduled air carrier holding certificate, license or similar authorization for civilian scheduled air carrier transportation by the country of the Aircraft's registry, and which in accordance therewith files, prints, maintains and publishes schedules and tariffs for regular passenger service between named cities at regular and specified times, or any chartered flights operated by such carriers; or
- any Aircraft operated by the Air Mobility Command (AMC) of the United States or by the similar military air transport service of any duly constituted governmental authority of any other recognized country; or
- any powered Aircraft having a valid and current NC or N Standard Airworthiness
 Certificate issued by the Civil Aeronautics Administration of the United States, or its successor, or any similar certificate issued by the jurisdictional agency or authority of any

other recognized country, and piloted by a person who then holds a valid and current Certificate of Competency of a rating authorizing him to pilot such Aircraft.}

{PRIVATE PASSENGER AUTOMOBILE COVERAGE {(BUSINESS ONLY)} - We will pay the benefits described in the policy for an Accident which happens to an Insured anywhere in the world, {while traveling on business for the [Policyholder] and} while driving, riding as a passenger in (including boarding or alighting from) any Private Passenger Automobile.}

{RELOCATION TRIP COVERAGE - We will pay the benefits described in the Policy for an Accident which happens to [an Insured] while on a Relocation Trip.

With respect to flying in Aircraft, coverage shall only apply while riding as a passenger, and not as a pilot, operator or member of the crew, in or on (including boarding or alighting from):

- any civilian scheduled air carrier holding certificate, license or similar authorization for civilian scheduled air carrier transportation by the country of the Aircraft's registry, and which in accordance therewith files, prints, maintains and publishes schedules and tariffs for regular passenger service between named cities at regular and specified times, or any chartered flights operated by such carriers; or
- any Aircraft operated by the Air Mobility Command (AMC) of the United States or by the similar military air transport service of any duly constituted governmental authority of any other recognized country; or
- 3. any powered Aircraft having a valid and current NC or N Standard Airworthiness
 Certificate issued by the Civil Aeronautics Administration of the United States, or its
 successor, or any similar certificate issued by the jurisdictional agency or authority of any
 other recognized country, and piloted by a person who then holds a valid and current
 Certificate of Competency of a rating authorizing him to pilot such Aircraft.

Additional Definitions - Wherever used in this Coverage:

"Relocation Trip" means a trip taken by [the Insured] at the request and expense of the [Policyholder], for the purposes of relocation due to the reassignment of employment. The relocation trip:

- begins when [an Insured] leaves his/her place of residence for the purpose of finding a new residence or leaves his/her former residence for purposes of relocating at a new residence; and
- 2. ends when [an Insured] arrives at his place of current residence or at his/her new residence.

A Relocation Trip does not include any period of time during which the [Insured] takes a personal trip or vacation.

This Policy Hazard is subject to the applicable Policy Hazard Limitations.

{SCHEDULED AIRLINE [AND] AMC {AND NC OR N STANDARD AIRCRAFT -{ EXCLUDING [POLICYHOLDER] OWNED/OPERATED AIRCRAFT}} {(BUSINESS ONLY)} COVERAGE - We will pay the benefits described in the policy for an Accident which happens to an Insured anywhere in the world {while traveling on business for the [Policyholder]} and,

- 1. While riding as a passenger, and not as a pilot, operator or member of the crew, in or on (including boarding or alighting from):
 - a. any civilian scheduled air carrier holding certificate, license or similar authorization for civilian scheduled air carrier transportation by the country of the Aircraft's registry, and which in accordance therewith files, prints, maintains and publishes schedules and tariffs for regular passenger service between named cities at regular and specified times, or any chartered flights operated by such carriers; or

- b. any Aircraft operated by the Air Mobility Command (AMC) of the United States or by the similar military air transport service of any duly constituted governmental authority of any other recognized country; {or
- c. any powered Aircraft having a valid and current NC or N Standard Airworthiness Certificate issued by the Civil Aeronautics Administration of the United States, or its successor, or any similar certificate issued by the jurisdictional agency or authority of any other recognized country, and piloted by a person who then holds a valid and current Certificate of Competency of a rating authorizing him to pilot such Aircraft.}
- 2. By being struck or run down by any Aircraft while at an airport or place of forced landing in the course of a trip in an Aircraft specified above.
- 3. While riding as a passenger, and not as an operator, in or on (including boarding or alighting from) any land conveyance licensed for the transportation of passengers for hire, but only while traveling directly to or from an airport immediately preceding departure or immediately following arrival of an Aircraft specified above, used by or to be used by the Insured.}

SPECIFIC TRIP COVERAGE - We will pay the benefits described in the policy for an Accident which happens to an Insured during {Business} Travel, on the trip described on the Schedule of Benefits.

- 1. With respect to flying in Aircraft, coverage shall only apply while riding as a passenger, and not as a pilot, operator or member of the crew, in or on (including boarding or alighting from):}
 - any civilian scheduled air carrier holding certificate, license or similar authorization for civilian scheduled air carrier transportation by the country of the Aircraft's registry, and which in accordance therewith files, prints, maintains and publishes schedules and tariffs for regular passenger service between named cities at regular and specified times, or any chartered flights operated by such carriers; or
 - b. any Aircraft operated by the Air Mobility Command (AMC) of the United States or by the similar military air transport service of any duly constituted governmental authority of any other recognized country; {or
 - c. any powered Aircraft having a valid and current NC or N Standard Airworthiness Certificate issued by the Civil Aeronautics Administration of the United States, or its successor, or any similar certificate issued by the jurisdictional agency or authority of any other recognized country, and piloted by a person who then holds a valid and current Certificate of Competency of a rating authorizing him to pilot such Aircraft.}
- 2. By being struck by any Aircraft while at an airport or place of forced landing in the course of a trip in an Aircraft specified above.
- 3. While riding as a passenger, and not as an operator, in or on (including boarding or alighting from) any land conveyance licensed for the transportation of passengers for hire, but only while traveling directly to or from an airport immediately preceding departure or immediately following arrival of an Aircraft specified above, used by or to be used by the Insured.}

{SPONSORED ACTIVITY COVERAGE - We will pay the benefits described in the policy for an Accident which happens to an Insured while participating in{, or practicing for} the [Policyholder] sponsored and approved activity described on the Schedule of Benefits.

With respect to flying in Aircraft, coverage shall only apply while riding as a passenger, and not as a pilot, operator or member of the crew, in or on (including boarding or alighting from):

 any civilian scheduled air carrier holding certificate, license or similar authorization for civilian scheduled air carrier transportation by the country of the Aircraft's registry, and which in accordance therewith files, prints, maintains and publishes schedules and tariffs for regular passenger service between named cities at regular and specified times, or any chartered flights operated by such carriers; or

- 2. any Aircraft operated by the Air Mobility Command (AMC) of the United States or by the similar military air transport service of any duly constituted governmental authority of any other recognized country; or
- 3. any powered Aircraft having a valid and current NC or N Standard Airworthiness Certificate issued by the Civil Aeronautics Administration of the United States, or its successor, or any similar certificate issued by the jurisdictional agency or authority of any other recognized country, and piloted by a person who then holds a valid and current Certificate of Competency of a rating authorizing him to pilot such Aircraft.

{Coverage includes travel to and from the sponsored and approved activity.}}

{24 HOUR BUSINESS TRAVEL {OUTSIDE CITY LIMITS}- SCHEDULED AIRLINE, AMC AND NC OR N STANDARD AIRCRAFT {EXCLUDING [POLICYHOLDER] OWNED/OPERATED AIRCRAFT} COVERAGE - We will pay the benefits described in the policy for an Accident which happens to an Insured anywhere in the world while on a Business Trip,. {The business trip must require the Insured to travel outside the city of his/her regular place of employment.}

For the purpose of going on the trip, the trip will begin on the later to occur:

- 1. when the Insured leaves his/her home; or
- 2. when the Insured leaves his/her regular place of employment.

Coverage terminates upon the Insured's return to his or her place of regular employment or home, whichever shall first occur.

{If an Insured travels to another city and is expected to remain there for more than [60] days, the city the Insured has traveled to shall be deemed to be his/her regular place of employment. }

With respect to flying in Aircraft, coverage shall only apply while riding as a passenger, and not as a pilot, operator or member of the crew, in or on (including boarding or alighting from):

- any civilian scheduled air carrier holding certificate, license or similar authorization for civilian scheduled air carrier transportation by the country of the Aircraft's registry, and which in accordance therewith files, prints, maintains and publishes schedules and tariffs for regular passenger service between named cities at regular and specified times, or any chartered flights operated by such carriers; or
- 2. any Aircraft operated by the Air Mobility Command (AMC) of the United States or by the similar military air transport service of any duly constituted governmental authority of any other recognized country; or
- 3. any powered Aircraft having a valid and current NC or N Standard Airworthiness
 Certificate issued by the Civil Aeronautics Administration of the United States, or its
 successor, or any similar certificate issued by the jurisdictional agency or authority of any
 other recognized country, and piloted by a person who then holds a valid and current
 Certificate of Competency of a rating authorizing him to pilot such Aircraft.}

{24-HOUR SPECIFIED TRIP COVERAGE (Business Travel Only) - We will pay the benefits described in the policy for an Accident which happens to an Insured while on Business Travel and while on the trip described on the Schedule of Benefits.

For the purpose of going on the trip, the trip will begin on the later to occur:

- 1. when the Insured leaves his/her home; or
- 2. when the Insured leaves his/her regular place of employment.

Coverage terminates upon the Insured's return to his or her place of regular employment or home, whichever shall first occur.

With respect to flying in Aircraft, coverage shall only apply while riding as a passenger, and not as a pilot, operator or member of the crew, in or on (including boarding or alighting from):

- any civilian scheduled air carrier holding certificate, license or similar authorization for civilian scheduled air carrier transportation by the country of the Aircraft's registry, and which in accordance therewith files, prints, maintains and publishes schedules and tariffs for regular passenger service between named cities at regular and specified times, or any chartered flights operated by such carriers; or
- 2. any Aircraft operated by the Air Mobility Command (AMC) of the United States or by the similar military air transport service of any duly constituted governmental authority of any other recognized country; or
- 3. any powered Aircraft having a valid and current NC or N Standard Airworthiness Certificate issued by the Civil Aeronautics Administration of the United States, or its successor, or any similar certificate issued by the jurisdictional agency or authority of any other recognized country, and piloted by a person who then holds a valid and current Certificate of Competency of a rating authorizing him to pilot such Aircraft.}

{WAR RISK COVERAGE - We will pay the benefits described in the policy for an Accident which occurs to [an Insured] and which is caused by war or acts of war.

Exclusion Removal – For this Policy Hazard only General Exclusion [(2)(a)]is hereby deleted.

Area Covered - This coverage includes loss caused by or resulting from war or acts of war and will apply worldwide, except within the geographical limits of the United States of America, [Canada], its territories and possessions. {This coverage does not include an Insured's country of residence or permanent assignment, or any nation of which the Insured is a citizen, or any of the[following countries/countries shown on the Schedule of Benefits, and their territorial waters or airspace:

War Risk Excluded Countries: None]}

Total Limit of Liability - We will not pay more than the Maximum Benefit indicated on the Schedule of Benefits per Accident for the war risks covered under this Policy Hazard. This limit shall apply to injuries sustained by all [Insured's] from all acts of war in any consecutive [72 hour] period. If, but for this limitation, we would pay more than the Maximum Benefit, then the benefits we will pay to each [Insured] will be reduced in the same proportion, so that the total amount paid to all [Insured's], equals the Maximum Benefit.

Premiums and Coverage Subject to Change - The premiums, benefits, and area covered by this war risk coverage may be changed at any time by agreement between the [Policyholder] and us. This may be done as needed to reflect conditions which, in the opinion of the [Policyholder] or us, change the war risk exposure.

Termination - The [Policyholder] may cancel this war risk coverage at any time by sending written notice to us at our home office. This coverage will be canceled when we receive the [Policyholder]'s notice, or later if so specified. We may cancel this coverage at any time by sending at least [10 days'] written notice to the [Policyholder]'s most recent address in our records. We will promptly return any unearned premium that has been paid. Change or termination of this coverage will not affect a claim which begins while this coverage is in force.}

Annual Audit – The Policyholder will furnish the data stated below for each Insured who travels away from his/her country of residence or place of regular employment and enters the geographical limits, territorial waters, or airspace of a country identified on the audit form as a war risk country:

- 1. the Name of the Insured;
- 2. the Country or Countries traveled to by each Insured;
- 3. the Class and Principal Sum applicable to each Insured;
- 4. the date of departure and the date of return or the duration of each trip for each Insured.

Such data shall be furnished annually in arrears on the anniversary date of the policy and each 12 months thereafter, or as frequently as deemed necessary by the Company.}

{BOMB SCARE/BOMB EXPLOSION COVERAGE - We will pay the benefits described in the policy for a Loss to an Insured caused by or which results from a:

- Bomb Scare:
- 2. Bomb search; or
- 3. Bomb Explosion.

Such Loss must occur on the premises of the [Policyholder].

Additional Definitions - Wherever used in this coverage:

"Bomb" means any real or dummy explosive device placed with the intent to cause injury, damage or scare.

"Scare" means any real or false report of the presence of a Bomb on the premises of the [Policyholder].

"Explosion" means any Explosion of a Bomb on the [Policyholder's] premises whether or not the presence of the Bomb was reported in advance.}

(POLICY HAZARD LIMITATIONS

Aircraft Restrictions - If the Accident happens while [an Insured] is riding in, or getting on or off of, an Aircraft, we will pay benefits, but only if:

- 1. [the Insured] is riding as a passenger [only, and not] as a pilot or member of the crew; and
- 2. the Aircraft has a valid certificate of airworthiness; and
- 3. the Aircraft is flown by a pilot with a valid license; and
- the Aircraft is not being used for (i) crop dusting, spraying, or seeding; fire fighting; sky writing; sky diving or hang gliding; pipeline or power line inspection; aerial photography or exploration; racing, endurance tests, stunt or acrobatic flying; or (ii) any operation which requires a special permit from the FAA, even if it is granted (this does not apply if the permit is required only because of the territory flown over or landed on){, and
- 5. the Aircraft is a commercial, non-military Aircraft}{, or
- 6. the [Insured] is acting under official order of the U.S Armed Forces as a passenger, pilot or crew member on any Aircraft, except during duty in an area where Injury results in loss from insurrection, mutiny or disorder}.

Owned Aircraft Not Covered - We will not pay benefits for an Accident that occurs while riding in or getting off of any Owned, Leased, Operated or Controlled Aircraft.}

DESCRIPTION OF BENEFITS

(Applies to Classes as Shown on the Schedule of Benefits)

ACCIDENTAL DEATH, [DISMEMBERMENT, LOSS OF SIGHT, SPEECH AND HEARING, LOSS OF USE OR PARALYSIS] BENEFIT

If{, within [one year] from the date of an Accident covered by a Policy Hazard,} Injury from such Accident results in a Loss as listed below, we will pay the benefit set opposite the Loss. {If the [Insured] sustains more than one such Loss as the result of one Accident, we will pay only the largest Benefit Amount to which the [Insured] is entitled. This amount will not exceed the Principal Sum, as indicated on the Schedule of Benefits applicable to the [Insured].}{If the [Insured] sustains more than one such Loss as a result of one Accident, the total Benefit Amount payable shall not exceed the Principal Sum as indicated on the Schedule of Benefits applicable to the [Insured].}

<u>Loss</u>	Benefit Amount
[Loss of Life	The Principal Sum
Loss of Both Hands	The Principal Sum
Loss of Both Feet	The Principal Sum
Loss of Entire Sight of Both Eyes	The Principal Sum
Loss of One Hand and One Foot	The Principal Sum
Loss of One Hand and Entire Sight of One Eye	The Principal Sum
Loss of One Foot and Entire Sight of One Eye	The Principal Sum
Loss of Use of One Arm and One Leg	The Principal Sum
Loss of Use of Both Legs	The Principal Sum
Quadriplegia (total Paralysis of both upper and lower limbs)	The Principal Sum
Paraplegia (total Paralysis of both lower limbs)	One Half the Principal Sum
Loss of One Hand	One Half the Principal Sum
Loss of One Foot	One Half the Principal Sum
Loss of Entire Sight of One Eye	One Half the Principal Sum
Loss of Speech	One Half the Principal Sum
Loss of Hearing (both ears)	One Half the Principal Sum
Hemiplegia (total Paralysis of upper and lower limbs on one side of body)	One Half the Principal Sum
Loss of Hearing (One Ear)	One-Quarter the Principal Sum
Loss of Thumb and Index Finger of the Same Hand	One Quarter the Principal Sum]

{The Principal Sum applicable to [Insureds] of the [Policyholder] shall be the percentage shown in the [Schedule of Benefits/following schedule:

AGE AT DATE OF LOSS % OF PRINCIPAL SUM Less than 75 100%
Age 75 or more but less than [80] 50%
Age 80 or more 25%]}

Additional Definitions - Wherever used in this benefit:

{Loss of a hand or foot means complete Severance through or above the wrist or ankle joint [or with regard to use of arm or use of leg, the entire and irrecoverable loss of use of arm or leg]. Loss of sight means the total, permanent loss of sight of the eye. The loss of sight must be unrecoverable by natural, surgical or artificial means. Loss of a thumb and index finger means complete Severance through or above the metacarpophalangeal joints (the joints between the fingers and the hand).}

{Loss of Use means a Doctor must certify that such Loss is entire and irrecoverable [for at least 12 consecutive months].}

{Severance means the complete separation and dismemberment of the part from the body.}

{Paralysis means Loss of Use, without Severance, of a limb. This loss must be determined by a Doctor to be complete and not reversible.}

Exposure to the Elements and Disappearance - Subject to all other terms and conditions of the policy, we will pay the applicable benefit under this Benefit for an Insured's loss specified therein, which results from exposure to the elements [due to the forced landing, sinking, or wrecking of a vehicle in which the Insured was traveling, provided such incident occurs from an Accident covered by a Policy Hazard].

For purposes of this provision, an Insured will be presumed to have died if:

- 1. a conveyance in which the Insured is traveling disappears; sinks; or is wrecked; as a result of an Accident covered by a Policy Hazard; and
- 2. the Insured's body is not found within one year of the occurrence of the Accident.}

(INCREASED DISMEMBERMENT BENEFIT FOR CHILDREN

If{, within [one year] from the date of an Accident covered by a Policy Hazard,} Injury to Covered Dependent child from such Accident results in a Loss as listed below, we will pay the benefit set opposite the Loss. The Principal Sum for this benefit is indicated on the Schedule of Benefit and is paid in addition to any benefits paid under the Accidental Death, [Dismemberment, Loss Of Sight, Speech And Hearing, Loss Of Use Or Paralysis] Benefit for the same loss. {If the Covered Dependent child sustains more than one such Loss as the result of one Accident, we will pay only the largest Benefit Amount to which the Covered Dependent child is entitled. This amount will not exceed the Principal Sum applicable to the Covered Dependent child.} {If the Covered Dependent child sustains more than one such Loss as a result of one Accident, the total Benefit Amount payable shall not exceed the Principal Sum as indicated on the Schedule of Benefits applicable to the [Insured].}

Loss	Benefit Amount
[Loss of Both Hands	The Principal Sum
Loss of Both Feet	The Principal Sum
Loss of Entire Sight of Both Eyes	The Principal Sum
Loss of One Hand and One Foot	The Principal Sum
Loss of One Hand and Entire Sight of One Eye	The Principal Sum
Loss of One Foot and Entire Sight of One Eye	The Principal Sum
Loss of Use of One Arm and One Leg	The Principal Sum
Loss of Use of Both Legs	The Principal Sum
Quadriplegia (total Paralysis of both upper and lower limbs)	The Principal Sum
Paraplegia (total Paralysis of both lower limbs)	One Half the Principal Sum
Loss of One Hand	One Half the Principal Sum
Loss of One Foot	One Half the Principal Sum
Loss of Entire Sight of One Eye	One Half the Principal Sum
Loss of Speech	One Half the Principal Sum
Loss of Hearing (both ears)	One Half the Principal Sum
Hemiplegia (total Paralysis of upper and lower limbs on one side of body)	One Half the Principal Sum
Loss of Hearing (One Ear)	One-Quarter the Principal Sum
Loss of Thumb and Index Finger of the Same Hand	One Quarter the Principal Sum]

{This Benefit is subject to the following:

- 1. If the Covered Dependent child dies within 90 days of the same Accident due to Injuries sustained in the Accident, the total benefits payable will not exceed the Principal Sum.
- 2. In no event will the benefit payable for such Loss under all benefits of the Policy exceed the maximum benefit indicated on the Schedule of Benefits.}

Additional Definitions - Wherever used in this benefit:

{Loss of a hand or foot means complete Severance through or above the wrist or ankle joint [or with regard to the use of arm or use of leg, the entire and irrecoverable loss of use of arm or leg]. Loss of sight means the total, permanent loss of sight of the eye. The loss of sight must be unrecoverable by natural, surgical or artificial means. Loss of a thumb and index finger means complete Severance through or above the metacarpophalangeal joints (the joints between the fingers and the hand).}

{Loss of Use means a Doctor must certify that such Loss is entire and irrecoverable [for at least 12 months].}

{Severance means the complete separation and dismemberment of the part from the body.}

{Paralysis means loss of use, without Severance, of a limb. This loss must be determined by a Doctor to be complete and not reversible.}

(SPECIFIED ACCIDENTAL INJURY BENEFITS

We will pay the benefit set opposite the Loss resulting from an accident covered by a Policy Hazard, subject to the following:

- 1. The [Insured] sustains the specified accidental injury while the policy is in force.
- 2. The Loss occurs within [90 days] after the injury was sustained. However, if the Loss is a burn, treatment must occur within [72 hours].
- 3. The injury, directly and independently of all other causes results in the [Insured's] Loss.

<u>Loss</u> Fractures	Benefit Amount
[Hip	The Principal Sum
Thigh	The Principal Sum
Vertebrae	The Principal Sum
Pelvis	The Principal Sum
Skull	The Principal Sum
Leg	The Principal Sum
Foot	One Half the Principal Sum
Ankle	One Half the Principal Sum
Kneecap	One Half the Principal Sum
Arm	One Half the Principal Sum
Hand	One Half the Principal Sum
Lower Jaw	One Half the Principal Sum]
Dislocations	
[Hip	The Principal Sum
Knee	The Principal Sum
Shoulder	The Principal Sum
Foot	One Half the Principal Sum
Ankle	One Half the Principal Sum
Lower Jaw	One Half the Principal Sum
Wrist	One Half the Principal Sum
Elbow	One Half the Principal Sum
Burns	
2nd degree over 25% of the body or	
3rd degree covering at least 9 square inches of the body	The Principal Sum]

Additional Definitions - Wherever used in this benefit:

Loss means (1) with regards to dislocation the displacement of any part especially the temporary displacement of a bone from its normal position in a joint; and (2) with regard to burns, tissue injury resulting from excessive exposure to thermal, chemical, electrical or radioactive agents.}

(PERMANENT TOTAL DISABILITY BENEFIT

We will pay the Permanent Total Disability Benefit indicated on the Schedule of Benefits, on a [weekly/monthly] basis, if the [Insured]:

1. is injured in an Accident covered by a Policy Hazard;

- becomes Totally Disabled as a direct result, and from no other cause, within [30] days of the Accident;
- 3. continues to be Totally Disabled for [12] consecutive months;
- 4. is then Permanently Totally Disabled{; and
- 5. is less than age [70] at the time of the Accident.

The Permanent Total Disability Benefit will be reduced by the amount we have paid under the Accidental Death, [Dismemberment, Loss Of Sight, Speech And Hearing, Loss Of Use Or Paralysis] Benefit for loss by the [Insured] from the same Accident. In the event the Insured dies while Total and Permanent Disability Payments are being made the Accidental Death, [Dismemberment, Loss Of Sight, Speech And Hearing, Loss Of Use Or Paralysis] Benefit Principal Sum will be reduced by the amount we have paid under the Permanent Total Disability Benefit.

(Monthly benefits begin with the [13th] month, after the [Insured] has been Totally Disabled for [12] months, and will be paid until the earliest of:

- 1. the death of the [Insured];
- 2. the date the [Insured] ceases to be Permanently Totally Disabled; or
- 3. the total of all benefits paid or payable exceed the Accidental Death, [Dismemberment, Loss Of Sight, Speech And Hearing, Loss Of Use Or Paralysis] Benefit Principal Sum. If death occurs while benefit payments are being made, we will pay an amount equal to the balance of the Accidental Death, [Dismemberment, Loss Of Sight, Speech And Hearing, Loss Of Use Or Paralysis] Benefit Principal Sum.}

Additional Definitions - Wherever used in this benefit:

Totally Disabled means the [Insured] is unable to perform all the substantial and material duties of his or her occupation.

Permanently Totally Disabled means the [Insured] is:

- 1. unable to perform any work for which the [Insured] is, or may become, qualified by reason of education, training or experience;
- 2. this inability is expected to continue for the balance of the [Insured's] lifetime; and
- 3. items 1. and 2. are certified by a Doctor.

FELONIOUS ASSAULT BENEFIT - We will pay the Felonious Assault Benefit indicated on the Schedule of Benefits if the [Insured] [incurs a loss payable under Benefit A while]{:

- 1. on business for the [Policyholder]}{; or
- 2. on the [Policyholder]'s premises;}

and such loss is as a direct result of:

- 1. robbery or an attempt thereat;
- 2. kidnapping during a robbery; or
- 3. Felonious Assault inflicted by a person other than a [fellow employee or] member of the Insured's family or household.}

{SEATBELT {AND AIR BAG} BENEFIT - We will pay the Seatbelt Benefit indicated on the Schedule of Benefits if the [Insured's] death results from an Accident covered by a Policy Hazard and such Accident occurs while driving or riding in a Private Passenger Automobile equipped with seatbelts, and:

- 1. the seatbelt was in actual use and properly fastened at the time of the Accident; and
- 2. the use or position of the seatbelt is certified:
 - a. in the official report of the Accident; or
 - b. by the investigating officer.

However, if such certification is not available and it is unclear if the [Insured] was properly wearing a seatbelt, we will pay the Minimum Seatbelt Benefit, as indicated on the Schedule of Benefits. {In the case of a minor child, seatbelt means a child restraint device if appropriate to the child's age, approved by the National Highway Traffic Safety Administration, which is secured and being used as recommended by its manufacturer for children of like age and weight, at the time of the Accident.}

{We will pay the additional Air Bag Benefit, indicated on the Schedule of Benefits if [the Insured's] death occurred in a vehicle equipped with a factory installed air bag. [The Insured] must have been wearing the seat belt when the air bag inflates. In addition, the police report concerning the Accident must establish that the air bag inflated properly upon impact. No benefit will be paid due to a defect in the diagnostic system causing the air bag to inflate.}

Exclusions – In addition to the General Exclusions, for this benefit only, no Seatbelt {or Air Bag} Benefit will be paid for an Accident which occurs while the [Insured] is:

- 1. participating in a race, speed or endurance test;
- 2. not wearing a seatbelt for any reason; or
- 3. sharing a seatbelt.}

{COMMON CARRIER BENEFIT - We will pay the Common Carrier Benefit indicated on the Schedule of Benefits, if the [Insured incurs a loss payable under the Accidental Death, [Dismemberment, Loss Of Sight, Speech And Hearing, Loss Of Use Or Paralysis] Benefit], which occurs while riding as a passenger in {or being struck by} a Common Carrier {or in or at an airport, rail station or bus stop}. Riding includes getting into and out of the Common Carrier.

Additional Definition - Wherever used in this benefit:

"Common Carrier" means:

- 1. a public conveyance (including Aircraft) which is licensed for hire to carry fare-paying passengers {; or
- a transport Aircraft operated by the Air Mobility Command (AMC) or a similar air transport service of another country}.}

{COMMON ACCIDENT BENEFIT - We will increase the Insured Dependent Spouses Accidental Death, [Dismemberment, Loss Of Sight, Speech And Hearing, Loss Of Use Or Paralysis] Benefit to a total of 100% of the [Insured's] Principal Sum as indicated on the Schedule of Benefits, subject to a maximum of [\$250,000], if:

- 1. Loss of Life benefits are payable for both the [Insured] and his Insured Dependent Spouse under this policy; and
- Coverage for the Insured Dependent Spouse is in force on the date of the accident; and
 - a. Both the [Insured] and the Insured Dependent Spouse die within [one year] as the result of injuries sustained in the Common Accident; or
 - b. The [Insured] and the Insured Dependent Spouse die as the result of injuries sustained in separate accidents which occur within [90 days] of each other; and
 - c. Are survived by a minor child.

<u>Additional Definition</u> - Wherever used in this benefit:

"Common Accident" means an Accident, or separate Accidents that occur within the same 24 hours, and is covered by a Policy Hazard.}

EDUCATION BENEFIT - We will pay the Education Benefit indicated on the Schedule of Benefits for a Child of [the Insured] if:

- 1. the [Insured] dies as a result of an Accident covered by a Policy Hazard;
- 2. the [Insured] is survived by a Covered Dependent Child; and
- 3. such Child {before reaching age [25]}:

- a. [enrolls] as a full-time student in an accredited school beyond the 12th grade level; [or]
- b. {was enrolled at the 12th grade level on the date of the Accident and enrolls within [one] year of the Accident as a full-time student in an accredited school beyond the 12th grade level; and continues his or her education.}
- {c.} {incurs expense for: tuition; room and board; transportation and any other expenses payable to, or approved and certified by, the school {, and
- 4. such Child is a Covered Dependent child on the date of the injury.}

Payment will be made to the Child (or such Child's legal guardian) on an annual basis while the Child continues as a full-time student at any school beyond the 12th grade level, for [4] consecutive years.}

{SPOUSE RETRAINING BENEFIT - We will pay the Spouse Retraining Benefit indicated on the Schedule of Benefits if:

- 1. the Insured dies as a result of an Accident covered by a Policy Hazard;
- 2. the Insured is survived by a legal spouse; and
- 3. such spouse:
 - {a. is a Covered Person at the time of the Accident;}
 - b. enrolls within one year of the Insured's death, in an accredited school;
 - c. enrolls for the purpose of training or refreshing skills for employment; and
 - d. incurs expenses from such school.

The Spouse Retraining Benefit is payment of the expenses actually incurred for training or refreshing skills for employment within [36] months of the first training or refresher course session. In no event will benefits for spouse retraining exceed the maximum benefit indicated on the Schedule of Benefits.}

(SPOUSE CRITICAL PERIOD BENEFIT - We will pay the Spouse Critical Period Benefit indicated on the Schedule of Benefits to the surviving spouse of the Insured if:

- 1. the Insured dies as a result of an Accident covered by a Policy Hazard; and
- 2. coverage is in effect for the Insured on the date of the Accident; {, and
- 3. the souse is a Covered Person on the date of the Accident.}}

HOSPITAL CONFINEMENT BENEFIT - We will pay the Hospital Confinement Benefit indicated on the Schedule of Benefits if [an Insured] is confined to a Hospital as an Inpatient:

- 1. due to Injury which results from an Accident covered by a Policy Hazard;
- 2. at the direction and under the care of a Doctor;
- 3. within 30 days of the Accident; and
- 4. while coverage is in effect.

The Hospital Confinement Benefit will be paid for each month of continuous Hospital confinement after the Waiting Period up to the Maximum Benefit Period. Pro rata payments will be made for confinements of less than one month, but will not be less than the minimum daily benefit indicated on the Schedule of Benefits. Waiting Period is defined as the number of overnight stays the [Insured] spends in the hospital before benefits are payable.

{After the [Insured] has been Hospital confined for the Waiting Period, benefits will be retroactive to the [first] day of such confinement.} {Benefits are not paid for the Waiting Period.}

Separate Hospital confinements due to Injuries from the same Accident will be treated as one Hospital confinement, unless separated by at least [6 months].}

{ACCIDENT MEDICAL{/DENTAL} EXPENSE BENEFITS

When Benefits are Payable: We will pay benefits for those Covered Expenses incurred by [an Insured] for Injury sustained due to an Accident covered by a Policy Hazard and while insured under the policy, provided the first such Covered Expense is incurred within [90 days] after the date of the Accident.

{Covered Expenses must be incurred within [52 weeks] after the date of the Accident. A Covered Expense will be deemed to have been incurred when the service or Treatment to which it relates is provided.

Amount of Benefits Payable: The amount of the benefit payable will be the eligible Covered Expenses incurred in excess of the Deductible Amount (if any) as indicated on the Schedule of Benefits, subject to:

- 1. any Benefit Percentage amount applicable to such Covered Expense,
- 2. any maximum amount payable for a specific Covered Expense; and
- 3. any Benefit Maximum amount payable for all such Covered Expenses.

These amounts, if applicable, are as indicated on the Schedule of Benefits.

Payment of this benefit is subject to all other terms and conditions of the policy.

(Co-Payment Provision: If Co-payment charges are indicated on the Schedule of Benefits they apply to specified Covered Expenses incurred for Treatment and services resulting from a covered Injury.

{Excess Provision: Our liability for benefits due to Covered Expenses incurred for Treatments and services resulting from a covered Injury will be limited to that part of the Expense, if any, which is in excess of the total benefits payable for the same loss, on a provision of service basis or on an expense incurred basis under any other collectible policy or service contract.

Covered Expenses: Covered Expenses will be limited to the Usual, Customary and Reasonable Charges incurred by the Covered Person for Medically Necessary care and Treatment. Covered Expenses include:

- 1. {Hospital Room and Board Expenses: the daily room rate when Hospital Confined and general nursing care is provided and charged for by the Hospital. In computing the number of days payable under this benefit, the date of admission will be counted but not the date of discharge.}
- 2. {Ancillary Hospital Expenses: services and supplies including operating room, laboratory tests, anesthesia and medicines (excluding take home drugs) when Hospital Confined.}
- 3. {Daily [Intensive Care Unit/Cardiac Care] Unit Expenses: the daily room rate when Hospital Confined in a bed in the [Intensive Care Unit/Cardiac Care] Unit and nursing services other than private duty nursing services.]
- 4. {Registered Nurse Services Expenses for private duty nursing while Hospital Confined; these services must be ordered by a Doctor and a Medical Necessity.}
- 5. {Medical Emergency Care (room and supplies) Expenses: incurred within 72 hours of a Covered Accident and including the attending Doctor's charges, X-rays, laboratory procedures, use of the emergency room and supplies.}
- 6. {Ambulatory Surgical Center Expenses on account of outpatient surgery.}
- 7. {Outpatient Surgical Room and Supply Expenses for use of the surgical facility.}
- 8. {Outpatient diagnostic X-rays, laboratory procedures and tests Expenses.}
- 9. {Doctor Non-Surgical Treatment/Examination Expenses (excluding medicines) including the Doctor's initial visit, each necessary follow-up visit and consultation visits when referred by the attending Doctor.}
- 10. {Doctor's Surgical Expenses {Payment for surgery will be made based upon the surgical schedule as specified in the Schedule of Benefits.}. [If an Injury requires multiple surgical procedures through the same incision, We will pay only one benefit, the largest of the procedures performed. If multiple surgical procedures are performed during the same operative session but through different incisions, We will pay as shown in the Schedule of Benefits for the most expensive procedure and 50% of Covered Expenses for the additional surgeries.]}
- 11. {Assistant Surgeon Expenses when Medically Necessary}
- 12. {Anesthesiologist Expenses for pre-operative screening and administration of anesthesia during a surgical procedure whether on an Inpatient or outpatient basis.}

- 13. {Outpatient Laboratory Test Expenses}
- 14. {Physiotherapy Expenses on an Inpatient or outpatient basis and are limited as shown in the Schedule of Benefits; Expenses include treatment and office visits connected with such treatment when prescribed by a Doctor, including diathermy, ultrasonic, whirlpool, or heat treatments, adjustments, manipulation, massage or any form of physical therapy.}
- 15. {Post Surgical Physical Medicine Expenses and office visits connected with such treatment when prescribed by a Doctor.}
- 16. {X-ray Expenses (including reading charges) but not for dental X-rays}
- {Diagnostic Imaging Expenses: including Magnetic Resonance Imaging (MRI) and CAT Scan.}
- 18. {Dental Expenses including dental x-rays for the repair or treatment of each injured tooth that is whole, sound and a natural tooth at the time of the Accident.}
- 19. {Dental Expenses related to the installation of crowns, caps, bridges and dentures; oral surgery and endodontics; and repair or replacement of caps and crowns that existed prior to the Accident covered by a Policy Hazard.}
- 20. {Outpatient Registered Nurse Services if ordered by a Doctor.}
- 21. {Ambulance Expenses for transportation from the emergency site to the Hospital.}
- 22. {Rehabilitative braces or appliances prescribed by a Doctor. It must be durable medical equipment that 1) is primarily and customarily used to serve a medical purpose; 2) can withstand repeated use; and 3) generally is not useful to a person in the absence of Injury. No benefits will be paid for rental charges in excess of the purchase price.}
- 23. {Prescription Drug Expenses (for injuries only) prescribed by a Doctor and administered on an outpatient basis.}
- 24. {Medical Equipment Rental Expenses for a wheelchair or other medical equipment that has therapeutic value. We will not cover computers, motor vehicles or modifications to a motor vehicle, ramps and installation costs, eyeglasses and hearing aids.}
- 25. {Medical Services and Supplies: expenses for blood and blood transfusions; oxygen and its administration.}
- 26. {Eyeglasses, contact lenses and hearing aids when damage occurs in an Accident covered by a Policy Hazard that requires medical treatment.}
- 27. {Artificial limbs, eyes and larynx for initial acquisition and fitting. We will not pay for repair or replacement of artificial limbs, eyes or larynx.}
- 28. {Temporomandibular Joint / Craniomandibular Disorders: expenses for surgical and nonsurgical services including diagnostic and therapeutic procedures by a Doctor or dentist for treatment of a disorder caused by an Accident covered by a Policy Hazard. We will not pay for orthodontic braces, crowns, bridges, dentures, treatment of periodontal disease, dental root form implants or root canals.}
- 29. {Heart and Circulatory Conditions: expenses for treatment of a) heat exhaustion; b) heart attack; c) stroke; and d) burst aneurysm if the condition occurs during a Sponsored Activity.}
- 30. {Mental and Nervous Disorders / Psychotherapy Expenses: expenses for treatment of a disorder that results directly and independently of all other causes from an Accident covered by a Policy Hazard, while Hospital Confined or on an outpatient basis. Benefits are limited to one treatment per day. "Mental and Nervous Disorders" means Neurosis, psychoneurosis, psychopathy, psychosis, or mental or emotional disease or disorder of any kind. }
- 31. {Rehabilitation Care Facility Expenses for physical and occupational rehabilitation. Treatment must be provided in a duly licensed Rehabilitation Facility and be under the direction of a Doctor. "Rehabilitation Facility" means either of the following facilities providing physical therapy, occupational therapy or speech therapy pursuant to the law of the jurisdiction in which the treatment is received.
 - A Hospital or a special unit of a Hospital designated as a Rehabilitation Facility; or
 A free-standing facility.}
- 32. {Extended Care Facility Expenses for confinement if it begins within [5 straight days] after a Covered Person is Hospital Confined as a result of an Accident covered by a Policy Hazard. We will pay for treatment if a Doctor visits the Covered Person at least once every [30 days] and certifies the confinement is Medically Necessary.}

- 33. {Expanded Medical Benefit for Sports Conditions: for treatment of a) bursitis, b) sprains, c) hernia, d) strains, e) muscle tears, f) tendinitis, and g) repetitive motion injuries if these conditions are aggravated by participation in a Sponsored Activity.}
- 34. {Home Health Care Expenses for care and treatment including: a) part-time nursing care by or supervised by a registered graduate nurse; b) part-time home health aid services; c) physical, speech and occupational therapies when ordered by an attending Doctor and approved by Us; d) nutritional counseling; e) medial social services by a qualified social worker. Home Health care must begin within [5 straight days] after discharge from a Hospital [or Rehabilitation Care Facility. "Rehabilitation Care Facility" means either of the following facilities providing physical therapy, occupational therapy or speech therapy pursuant to the law of the jurisdiction in which the treatment is received.
 - a. A Hosptial or special unit of a Hospital designated as a Rehabilitation Facility, or
 b A free-standing facility.].}
- 35. {Extended Treatment Expenses: for services that for medical reasons could not be performed during the Benefit Period including a) surgery to remove pins, screws or other surgically implanted devices used to repair body parts or broken bones or joints; or b) treatment to repair disfigurement. We must receive notice of the deferred treatment and the estimated cost signed by a Doctor within 31 days after the Benefit Period ends for expenses to be covered.}
- 36. {Expenses due to an aggravation or re-injury of a prior injury resulting from an Accident covered by a Policy Hazard.}

In addition to the General Exclusions, Accident Medical {/ Dental} Expense Benefits are not payable under the policy for any of the following or loss that results therefrom:

- {1. Dental care or Treatment other than care of sound, natural teeth and gums required due to an Injury resulting from an Accident while the Covered Person is insured under the Policy, and rendered within [12 months] of the Accident.
- War or any act of war, declared or undeclared; or while serving in the armed forces of any country (a pro-rata premium will be refunded for such period of service).
- {3. Participation in a riot or civil disorder; fighting or brawling, except in self-defense; commission of or attempt to commit a felony.
- {4. Suicide, attempted suicide or intentionally self-inflicted Injury while sane or insane.
- {5. Injury or death contributed to by the use of drugs or alcohol, unless administered by a Doctor.}
- (6. Operating any vehicle while under the influence of alcohol or without being properly licensed and insured to do so.)
- {7. Participation in, practice for, or orthopedic equipment and appliances used for; [intercollegiate tackle football; intercollegiate sports; semi-professional sports; or professional sports], (except as specified in the Coverage Descriptions). }
- {8. Expenses greater than [\$5,000] for treatment of Injuries sustained by reason of participation in or, practice for; [intercollegiate tackle football; intercollegiate sports; semi-professional sports; or professional sports].}
- {9. Skydiving, parachuting, hang gliding, glider flying, parasailing, sail planing, bungee jumping, [or flight in any type of Aircraft, except while riding as a fare-paying passenger on a regularly-scheduled airline].}
- {10. Treatment, services or supplies provided by a Hospital or facility owned or run by the United States Government, unless a charge is made for such services in the absence of insurance; or in a Hospital which does not unconditionally require payment. }
- {11. Injury covered by Worker's Compensation or Employer's Liability Laws, or by any coverage provided or required by law (including, but not limited to group, group type, and individual automobile "No-Fault" coverage).
- {12. Charges used to meet any deductible, or in excess of the coinsurance level, or in excess of those considered Usual, Customary, and Reasonable Charges. }
- {13. Treatment or services provided by any member of the Covered Person's immediate family; or for which no charge is normally made. }

- {14. Treatment, services or supplies provided or paid for by any governmental program or law, except Medicaid. }
- {15. Expenses greater than [\$5,000] for treatment of Injuries sustained by reason of a covered motor vehicle accident. }
- {16. Acupuncture. }
- {17. Outpatient treatment for Physiotherapy, except for a condition that required surgery or Hospital confinement within 30 days immediately preceding such Physiotherapy or within 30 days of the Doctor's release for rehabilitation from such Hospital.
- {18. Injury sustained as a result of riding in or on a two or three-wheeled motor vehicle, or riding in or on a snowmobile. }
- {19. Outpatient Prescription Drugs. }
- {20. Supplies, except as otherwise provided in the Policy. }

Additional Definitions - Wherever used in this benefit:

"Medically Necessary" or "Medical Necessity" means the services or supplies provided by a Hospital, Doctor, or other provider that are required to identify or treat an Injury and which are: (1) consistent with the symptom or diagnosis and Treatment of the Injury; (2) appropriate with regard to standards of good medical practice; (3) not solely for the convenience of the Covered Person; (4) the most appropriate supply or level of service which can be safely provided. When applied to the care of an Inpatient, it further means that the Covered Person's medical symptoms or condition requires that the services cannot be safely provided as an Outpatient.

"Treatment" means a specific in-office or Hospital physical examination of, or care rendered to, the Covered Person.

"Usual, Customary, and Reasonable Charges" - "Usual" means those charges made by a provider for services and supplies rendered to all patients for the same or similar Injury; "Customary" means those charges made by the majority of providers in the area for the same or similar services or supplies. "Reasonable" means those charges that do not exceed the majority of prevailing fees in the area for the same or similar services or supplies. Area means a county or larger geographically significant area as determined by the Company.}

[CHILD CARE BENEFIT - We will pay the Child Care Benefit indicated on the Schedule of Benefits for [each Child] of [the Insured] if:

- 1. the [Insured] dies as a result of an Accident covered by a Policy Hazard;
- 2. the [Insured] is survived by a Child who is less than age [13]; and
- 3. such Child:
 - a. is enrolled for child care with a Child Care Provider; or
 - b. has been enrolled for child care with a Child Care Provider and will be receiving child care within [365 days] after the date of the [Insured's] death,{and,
- coverage for the Insured's Dependents is in force on the date of the Accident.

Benefits are payable for up to five consecutive 12 month periods or until the date that the child attains age [13], whichever occurs first.

Payment will be made to the surviving legal spouse who has custody of the Child. If there is no surviving spouse or the Child does not live with the spouse, benefits will be paid to the Child's legal guardian. Benefit payments will be made at the end of each [12 month] period, based on documented expenses. A [12 month] period begins when the Child first enters child care with a Child Care Provider after the [Insured's] death or the first of the month following the [Insured's] death if at the time the Child was already receiving child care.

Proof of enrollment with a Child Care Provider satisfactory to us for [each Child] includes, but will not be limited to, the following:

1. a copy of the Child's approved enrollment application for child care from a Child Care Provider;

- 2. evidence of payment to a Child Care Provider;
- 3. a letter from the Child Care Provider stating that the Child:
 - a. is attending child care; or
 - b. has been enrolled for child care and will be attending within [365 days] of the date of the [Insureds] death.

Proof of enrollment must be sent to us prior to the last day of the [12th month following the date of death.]

{We will pay {the Minimum Amount for} the Child Care Benefit indicated on the Schedule of Benefits in accordance with the Claims provision for payment of benefits for Loss of life if:

- 1. a Loss of Life Benefit is payable because of the [Insured's] death; and
- 2. no person qualifies as a Child eligible for the Child Care Benefit. }

Additional Definitions - Wherever used in this benefit:

{"Child" means the [Insured's] {unmarried} child, stepchild, legally adopted child, child in the process of adoption or foster child who resides with and is primarily dependent on [the Insured for financial support and maintenance] {and otherwise eligible children who are born or brought into a civil union that has been established according to applicable law} }.

"Child Care Provider" means a facility that or an individual who provides a program of child care that:

- 1. is operated in a private home, school or other facility; and
- 2. makes a charge for the care of children; and
- 3. holds a valid license as a child care center or is operated by an individual who holds a valid license to provide child care, if such licensing is required by the state or jurisdiction in which it is located; or
- 4. if licensing is not required, provides child care on a daily basis for 12 months a year.}

COMA BENEFIT - We will pay the Coma Benefit indicated on the Schedule of Benefits if, as a result of an Accident covered by a Policy Hazard, [an Insured's] Injury results in a Coma. The [Insured] must become Comatose within [31 days] of the Accident.

Benefits payments will begin after the [Insured] has been comatose for [31 days] and will be paid until the earliest of the end of the:

- 1. month in which the [Insured] dies;
- 2. [11th] month for which this benefit is payable;
- 3. month in which the [Insured] recovers from the Coma.

{If Coma Benefits are payable, benefits will not be payable under the Permanent Total Disability Benefit in the Policy.}

The Coma Benefit will be reduced by the amount we have paid under the Accidental Death, [Dismemberment, Loss Of Sight, Speech And Hearing, Loss Of Use Or Paralysis] Benefit for loss by the [Insured] from the same Accident. In the event the [Insured] dies while Coma Benefit payments are being made the Principal Sum will be {further} reduced by the amount we have paid under the Coma Benefit.

{If the [the Insured]:

- 1. dies from {any cause} {or as a result of the covered Accident} while this Coma Benefit is payable {; or
- 2. remains Comatose after this Coma Benefit is payable for [11] straight months},

we will pay the lump sum benefit indicated on the Schedule of Benefits reduced by the amount of any benefit under the Accidental Death, [Dismemberment, Loss Of Sight, Speech And Hearing, Loss Of Use Or Paralysis] Benefit which was paid to the [Insured] for the loss caused by the covered Accident. In the

event the lump sum benefit is paid, no further benefit will be paid under the Policy under the Accidental Death, [Dismemberment, Loss Of Sight, Speech And Hearing, Loss Of Use Or Paralysis] Benefit .}}

Additional Definition - Wherever used in this benefit:

A person is considered "Comatose" or in a "Coma" if such person as the result of a covered accident, is in a profound state of unconsciousness, from which one can not be aroused and is unable to respond to external or internal stimuli, as verified by a Doctor.

(CONTINUATION OF MEDICAL COVERAGE BENEFIT - We will pay the Continuation of Medical Coverage Benefit indicated on the Schedule of Benefits if the Insured's death results from an Accident covered by a Policy Hazard, and the Insured's Eligible Dependents:

- 1. are Covered Dependents under this policy; and
- 2. elect to continue medical coverage in accordance with the Consolidated Omnibus Reconciliation Act of 1985, as then constituted and later amended (COBRA), or any other mandated state continuation law.

The amount of the additional benefit will be payable for a twelve (12) month period for which medical coverage premium was paid by the surviving [Covered Person].

The request for reimbursement and valid proof of claim must be received within 60 days after each 12 month period of continued medical coverage. The benefit will be paid annually to the surviving [Covered Person], and will be paid for [12 months], or the length of time the surviving [Covered Person] is covered under the COBRA or state mandated continuation of medical coverage, whichever is less.

Benefits will cease to be payable under this Continuation of Medical Coverage Benefit when:

- 1. the [Covered Persons] are no longer eligible for continuation of medical coverage; or
- 2. all benefits under this policy have been exhausted; or
- 3. proof, satisfactory to us, that continuation of medical coverage is in effect for the [Covered Persons] is not received.

Important Notice

This Benefit in no way guarantees any rights to continue coverage under the provisions of COBRA or any other mandated state continuation law. The [Policyholder] is responsible for providing full and complete notice of any continuation offer regarding medical coverage.

The availability of this Benefit does not mean that the [Covered Person] does not have to elect continuation of medical coverage through the [Policyholder]. This Benefit is not COBRA or any other mandated state continuation law continuation. }

{HIV OCCUPATIONAL ACCIDENT BENEFIT - If, as a direct result of an Injury as defined in this Benefit the Insured test HIV Positive, we will pay the lump sum HIV Occupational Accidental Benefit indicated on the Schedule of Benefits.

In order to receive this Benefit, the Insured must:

- 1. file with [the Policyholder], within [48 hours] of the accident, an incident report (notice of exposure), on a form satisfactory to the Administrator, which describes the nature of the exposure to HIV;
- submit such incident report to the Administrator as soon as reasonably possible after the accident;
- not have previously tested positive for HIV, or if the Insured had previously tested positive for HIV, the Insured must have subsequently tested negative for HIV prior to the date of the accident;

- 4. submit to [the Policyholder], as soon as reasonably possible, proof that the Insured tested negative for HIV in a preliminary screening test, such as an ELISA or other appropriate Food and Drug Administration (FDA) approved test (other than saliva or urine testing) within [48 hours] of the Injury at an authorized laboratory other than the laboratory of [the Policyholder]; and
- thereafter, test HIV Positive within [26 weeks] of the date of the Injury reported in item 1.
 above.

We must receive notification of HIV Positive test results as soon as reasonably possible. This Benefit will be paid in accordance with the policy's Claim Provisions after we receive proof of HIV test results as indicated in this Benefit.

Payment will not be made for any cost incurred for HIV tests or any related testing. In no event will we provide benefits for HIV, acquired immune deficiency syndrome (AIDS), AIDS related complex (ARC), or any complications arising there from, except as specifically provided in this Benefit.

Additional Definitions - Wherever used in this benefit:

"HIV" means human immunodeficiency virus.

"HIV Positive" means [the presence of HIV antibodies in the Insured's blood as substantiated through both a positive screening test enzyme-linked immunosorbent assay (ELISA), and a positive supplement test such as Western Blot. All such tests must be approved by the Food and Drug Administration (FDA) with the interpretation of positive results as specified by the manufacturer(s).]

"Injury" means an accidental:

- cutaneous exposure through abraded skin;
- 2. percutaneous exposure; or
- 3. mucocutaneous exposure;

that occurs while the Insured is covered by this Benefit and Actively at Work.}

HOME ALTERATION AND VEHICLE MODIFICATION BENEFIT - We will pay the Home Alteration and Vehicle Modification Benefit indicated on the Schedule of Benefits if:

- 1. due to an Accident covered by a Policy Hazard, the [Insured] suffers a Loss, other than Loss of Life, for which a benefit is payable; and
- 2. such Injury subsequently requires the use of a wheelchair to be ambulatory.

Payment will be made for the expenses actually incurred within [180 days] from the date of the Accident for the one-time cost of:

- 1. alterations to the [Insured's] principal residence to make it wheelchair accessible and habitable; and
- 2. modifications necessary to a motor vehicle utilized by the [Insured] to make the vehicle accessible or drivable for the [Insured];

provided:

- 1. home alterations are made by persons experienced and licensed in such alterations; and
- 2. vehicle modifications are carried out by persons who are members of the National Mobility Equipment Dealer's (NMEDA) Quality Assurance Program and registered with the National Highway Traffic Safety Administration (NHTSA).

In no event will benefits for home alteration and vehicle modification exceed the applicable maximum benefit indicated on the Schedule of Benefits.}

{CRITICAL BURN BENEFIT - We will pay the Critical Burn Benefit indicated on the Schedule of Benefits if, as a result of an Accident covered by a Policy Hazard, the [Insured] is Critically Burned and requires reconstructive or cosmetic surgery.

{In no event will the total of all benefits paid for any one Insured for any one Accident, under this benefit and the Accidental Death, [Dismemberment, Loss Of Sight, Speech And Hearing, Loss Of Use Or Paralysis] Benefit exceed that [Insured's] Principal Sum.}

Additional Definition - Wherever used in this benefit:

"Critically Burned" means 3rd degree burns over 25% of the body or permanent disfigurement to the point of requiring reconstructive or cosmetic surgery as certified by a Doctor. }

{BRAIN DAMAGE BENEFIT - We will pay the Brain Damage Benefit indicated on the Schedule of Benefits if, as a result of an Accident covered by a Policy Hazard, the [Insured] suffers Brain Damage. The Brain Damage must:

- 1. manifest itself within [30 days] of the Injury;
- require hospitalization of at least [7 days] during the first [60 days] following the Accident;
- 3. persist for [12 consecutive months] after the date of the Accident.

{In no event will the total of all benefits paid for any one [Insured] for any one accident, under this benefit and the Accidental Death, [Dismemberment, Loss Of Sight, Speech And Hearing, Loss Of Use Or Paralysis] Benefit exceed that [Insured's] Principal Sum.}

Additional Definition - Wherever used in this benefit:

"Brain Damage" means accidental cranial trauma resulting in permanent deterioration and/or loss in intellectual capacity as evidenced by a rating level [V] or below on the Rancho Los Amigos Cognitive Scale for a continuous period of at least [12 months] following the Injury as determined by a Doctor based on laboratory and clinical findings. }

{THERAPEUTIC COUNSELING BENEFIT - We will pay the Therapeutic Counseling Benefit indicated on the Schedule of Benefits if, as a result of an Accident covered by a Policy Hazard, the [Insured] suffers a loss for which an Accidental Death, [Dismemberment, Loss Of Sight, Speech And Hearing, Loss Of Use Or Paralysis] Benefit is payable under this policy.

We will pay a benefit for Therapeutic Counseling for the [Insured] who suffered the loss and any Family Member. The counseling must be received within [365] days of the Loss.

Additional Definitions - Wherever used in this benefit:

"Therapeutic Counseling" means treatment or counseling provided by a licensed therapist or counselor registered or certified to provide psychological treatment or counseling. Such therapist or counselor cannot be any person who is related to the [Insured] or the [Insured's] spouse in any of the following ways: [spouse; parent (includes stepparent); brother or sister (includes stepbrother or stepsister); or child (includes legally adopted stepchild).]

"Family Member" means the [Covered Person] and any Eligible Dependents as applicable.

TRAVEL CARE BENEFITS

{Emergency Medical Evacuation Benefit - We will pay the Emergency Medical Evacuation Benefit if medical evacuation is required for the [Insured] due to Injury {or Sickness} while traveling [outside the Insured's country of domicile]. Benefits will be paid for the reasonable expenses incurred for medical evacuation, up to the benefit maximum indicated on the Schedule of Benefits.

Reasonable expenses include:

- 1. immediate transportation to the nearest Hospital able to provide treatment;
- 2. after treatment in a local Hospital, transportation to the [Insured's] home or a Hospital in the [Insured's] home country; and
- 3. medical services and supplies needed during the evacuation.

The evacuation must be ordered by a Doctor who certifies the severity of the condition warrants evacuation.

Transportation must be by the most direct and economical route which is medically appropriate.}

[Medical Disability Repatriation Benefit - We will pay the Medical Disability Repatriation Benefit for the expense of returning the [Insured] to his or her [country of domicile], if [the Insured] became Totally Disabled while traveling outside [such country of domicile]. Benefits will be payable up to the benefit maximum indicated on the Schedule of Benefits and are limited to those expenses which would not have been incurred but for the disability.}

(Companion Travel Benefit - We will pay the Companion Travel Benefit if the [Insured] is hospitalized due to Injury (or Sickness) while traveling [outside the Insured's country of domicile], in order to:

- 1. return dependent children under age [16] to home (if necessary, services of a non-family escort is also covered);
- 2. return a travel companion home who forfeited his or her return air fare due to the medical emergency; and
- 3. allow one family member or one friend to visit the hospitalized person if hospitalization lasts longer than [10] days.

The Companion Travel Benefit is the payment of an economy airfare ticket.}

{Repatriation of Remains Benefit - We will pay the Repatriation of Remains Benefit, if the [Insured] dies due to Injury {or Sickness} while traveling [outside the Insured's country of domicile], for reasonable expenses incurred in the repatriation of his or her remains. Benefits will be paid up to the benefit maximum indicated on the Schedule of Benefits.

Reasonable expenses include:

- 1. documentation and authorization from the authorities;
- 2. embalming or cremation;
- 3. an appropriate coffin or urn designed for transportation of mortal remains;
- 4. transportation of mortal remains to burial place in his or her home country. Transportation must be by the most direct and economical route. Transportation expenses for accompanying the body, visitation or funeral expenses are not covered.}

{Sickness Exclusion Deletion and Coverage Provision – For the Travel Care Benefits only, the Sickness or disease exclusion does not apply. Benefits are payable for a Sickness or disease for which the Covered Person first seeks medical attention while a Covered Person's coverage is in force.}

{Covered Person Residing Outside the Country - During the [30] days after the [Insured] takes up residence outside his or her country of principal domicile, the Travel Care Benefits apply regardless of whether or not [the Insured] is away from the foreign residence. Thereafter, coverage applies only while on a trip of over [150] miles from the foreign residence.}

(Coordination of Benefits – Travel Care Benefits shall be reduced by amounts payable under:

- 1. other group insurance or an HMO plan;
- 2. Worker's Compensation or occupational disease act or law; and
- 3. any government health plan.}}

(ACCIDENT WEEKLY INCOME BENEFIT - We will pay the Accident Weekly Income Benefit indicated on the Schedule of Benefits, after satisfaction of the Waiting Period, if, as a result of an Accident covered by a Policy Hazard, an Insured becomes Totally Disabled, subject to the following:

- 1. Total Disability commences within [30 days] of the date of the Accident which resulted in the Disability;
- 2. The Insured is under the regular care and treatment of a Doctor; and
- 3. The Insured is able to provide proof of Total Disability.

Benefits will be payable for each week the Insured remains Totally Disabled. For periods of less than a full week, benefits will be paid on a pro-rata basis.

Benefits will cease on the date the Insured:

- 1. has been paid for the maximum benefit period indicated on the Schedule of Benefits;
- 2. dies
- 3. is no longer Totally Disabled; or
- 4. returns to Active Work.

We may require the Insured to submit proof of continued Total Disability from time to time, as often as is reasonably necessary. Failure to provide such proof may result in termination of benefit payments.

No benefits are payable for Total Disability caused by Sickness.

{Benefits During Rehabilitation - With our written permission, the Insured may continue to receive benefits under this section while earning income from employment of not more than 15 hours per week. In such a case, benefits will be payable only to the extent that the Insured's income from such employment, combined with this benefit, does not exceed 100% of the Insured's income prior to becoming Totally Disabled. Benefits during rehabilitation will be payable for periods of [3 months] after which, the Insured must request such benefits for an additional period.}

Extension of Benefits - Termination of the Policy during a period of Total Disability will not affect the payment of benefits under this section.}

The Accident Weekly Income Benefit Amount and Waiting Period are indicated on the Schedule of Benefits.}

GENERAL EXCLUSIONS

{Benefits will not be paid for [an Insured's] loss that:

- 1. is caused by or results from [the Insured's] own:
 - a. intentionally self-inflicted Injury, suicide or any attempt thereat while sane or insane (in Missouri this applies only while sane.);
 - b. voluntary {intoxication,} self-administration of any drug or chemical substance not prescribed by, and taken according to the directions of, a Doctor (Accidental ingestion of a poisonous substance is not excluded.);
 - participation in a riot or insurrection {except while on official duty as a peace officer}:
 - d. engaging in any illegal or criminal enterprise or activity;
- 2. is caused by or results from:
 - (a. declared or undeclared war or act of war {including resistance to armed aggression};)
 - {b. an Accident which occurs while the [Insured] is on active duty service in any Armed Forces. Send us proof of service. We will refund any premium paid for this time. (Reserve or National Guard active duty for training is not excluded unless it extends beyond 31 days.);}
 - {c. hernia whenever and however sustained; {stroke, coronary occlusion or rupture}}
 - d. aviation, except as specifically provided in the Policy;
 - e. sickness, disease, bodily or mental infirmity or medical or surgical treatment thereof, bacterial or viral infection, regardless of how contracted. This does not include bacterial infection that is the natural and foreseeable result of an accidental cut or wound or accidental food poisoning.
 - (f. nuclear reaction or the release of nuclear energy. However, this exclusion will not apply if the loss is sustained within [180] days of the initial incident and: (i) the loss was caused by fire, heat, explosion or other physical trauma which was a result of the release of nuclear energy; and (ii) the Covered Person was within a 25-mile radius of the site of the release either:
 - i. at the time of the release: or
 - ii. within 24 hours of the start of the release. }
 - {g. Accidental bodily Injuries occurring while the Insured is flying in any Aircraft being used for field or crop dusting or spraying, seeding, fire fighting, sky writing, pipe-line inspection, aerial photography, hunting, exploration, racing or endurance tests, or exhibition stunt flying.}
 - {h. Accidental bodily Injuries occurring while the [Insured] is flying in any Aircraft owned or operated by the [Policyholder].}}

{AGGREGATE LIMIT OF LIABILITY

Aggregate Limits of Liability are shown on the Schedule of Benefits. We will NOT be liable for any amount over such limit for any one Accident under [the applicable Plan]. If the total amount of benefits to be paid to all Covered Person's under a [Plan] of the policy is more than the applicable Aggregate Limit of Liability, the benefit amount payable for a specific Covered Person's loss under the [Plan] will be determined as a proportionate share of the Aggregate Limit of Liability.}

PREMIUM PROVISIONS

Premium Rates. Rates are provided on a group basis. Premiums are shown on the [application]. {The first premium payment is due on the [Policy] Effective Date. Subsequent premiums are due as indicated on the [application].} {Premium must be paid to the Administrator on or before the premium due date {and not more than [31 days] after the effective date of an eligible person's coverage}.} A person's coverage will not be affected by the Policyholder's failure, due to clerical error, to remit premiums to the Administrator on time.

Changes in Premium Rates. We may change premium rates on the earlier of the following:

- 1. On or after the date indicated on the Schedule of Benefits through which premium rates have been guaranteed. After such a change in premium, no additional change will be made for an additional 12 months, or longer if agreed to in writing by us, except as otherwise provided in this section:
- 2. the date the terms of Eligibility or benefits under the [policy] are amended or modified;
- 3. the date the [policy] is modified to provide coverage for a subsidiary, division, or affiliate of the [Policyholder];
- 4. the date there is a change in the risk factors bearing on the risks covered under the policy;
- 5. the date there is a change in, or addition to, Federal or State law which directly affects our benefit obligation; or
- 6. the date we discover a misrepresentation of the information provided by the [Policyholder] upon which we relied to establish the premium rates.

We will give prior written notice of any change in premium rates to the [Policyholder]. Such notice will be given no sooner than the number of days indicated on the Schedule of Benefits before the effective date of the increase unless the [Policyholder] and we agree otherwise.

Premiums for additional benefits or increased insurance becoming effective during a month in which the [policy] is in force will be charged from the first day of the month in which the change becomes effective.

Premiums for insurance terminating during a month in which the [policy] is in force will cease at the end of the month in which the insurance coverage terminates. Nothing in this provision will extend insurance beyond the date it would have otherwise ended.

Grace Period. A grace period will be granted to the [Policyholder] for payment of each premium due after the first premium, during which grace period, coverage under the policy will continue in force, but the [Policyholder] will remain liable to us for any unpaid premium. The grace period is indicated on the Schedule of Benefits, but such period will never be less than 31 days.

CLAIM PROVISIONS

Notice of Claim - Notice of Claim. Written notice of claim must be given within 30 days after a loss occurs, or as soon as reasonably possible. The notice must be given to the Administrator. Claims should be sent to:

National Guardian Life Insurance Company [c/oTPA Name and Address]

Claim Forms - When the Administrator receives notice of claim that does not contain all necessary information or is not on an appropriate claim form, forms for filing proof of loss will be sent to the claimant along with a request for any missing information. If these forms are not sent within 15 days after receiving notice of claim, the claimant will meet the proof of loss requirements if the Administrator is given, within 90 days, written proof of the nature and extent of the loss. The notice should include the Insured's name, the [Policyholder] and the policy number.

Proof of Loss - Written proof of loss must be furnished to the Administrator in case of claim for loss for which the policy provides periodic payment contingent upon continuing loss within 90 days after the end of the period for which we are liable. Written proof that the loss continues must be furnished to the Administrator at intervals required by us.

In case of claim for any other loss, proof must be furnished within 90 days after the date of such loss.

If that is not reasonably possible, we will not deny or reduce any claim if proof is furnished as soon as reasonably possible. Proof must, in any case, be furnished not more than a year later, except for lack of legal capacity.

Time of Payment of Claims - Benefits due under the policy for a loss, other than a loss for which the policy provides installments, will be paid immediately upon receipt of due written proof of such loss.

Subject to due written proof of loss, all accrued benefits for loss for which the policy provides installments will be paid Monthly; any balance remaining unpaid upon the termination of liability will be paid immediately upon receipt of due written proof, unless otherwise stated in the Description of Benefits.

Payment of Claims - Benefits for the Insured's loss of life will be paid to the beneficiary named in [our] records, if any, at the time of payment. If there is no named beneficiary or surviving beneficiary, the Insured's loss of life benefits will be paid in one sum to the first surviving class of the following:

- the beneficiary named to receive the Insured's proceeds under any applicable group life insurance coverage through the [Policyholder];}
- 2. legal spouse;
- 3. child or children;
- {4. mother or father;
- 5. sisters or brothers;} or
- 6. the estate of the Insured.

If we are to pay benefits to the estate or to a person who is incapable of giving a valid release, we may pay up to \$1,000 to a relative by blood or marriage whom we believe is equitably entitled. This good faith payment satisfies our legal duty to the extent of that payment.

Any other accrued benefits which are unpaid at the Insured's death may, at our option, be paid either to the Insured's beneficiary or estate. All other benefits, unless specifically stated otherwise, will be paid to the Insured.

(Change of Beneficiary - The Insured can change the beneficiary at any time by giving [us] written notice. The beneficiary's consent is not required for this or any other change which the Insured may make unless the designation of beneficiary is irrevocable.}

{Individual Reinstatement: If an Insured's coverage is terminated, it may be reinstated if the Insured is:

- 1. on an approved leave of absence; or
- 2. on temporary lay-off.

Such person must return to Active Work with you within the period of time shown on the Schedule of Benefits (Individual Reinstatement). He must also be a member of a class eligible for this insurance.

Unless a person is returning after having resigned or having been discharged, he will not be required to fulfill the eligibility requirements of this policy again. The insurance will go into effect on the date he returns to Active Work.}

Physical Examination and Autopsy - We will pay the cost and have the right to have the Covered Person examined as often as reasonably necessary while the claim is pending. We can have an autopsy made at our expense unless prohibited by law.

Legal Actions - No action at law or in equity shall be brought to recover benefits under the Policy less than 60 days after written proof of loss has been furnished as required by the policy. No such action shall be brought more than 3 years after the time written proof of loss is required to be furnished.

GENERAL PROVISIONS

Incontestability. The validity of the policy will not be contested after it has been in force for two years from the Policy Effective Date, except for non-payment of premium. {The validity of a Participating [Organization's] coverage under the policy will not be contested after such coverage has been in force for two years from the Participating [Organization's] Effective Date, except for non-payment of premium.} After a person has been covered under the policy for two years, no statement made by such person will be used to contest a claim under the policy. We can only contest coverage if the misstatement is made in a written instrument signed by such person and a copy is given to the [Policyholder], the signor or the signor's beneficiary.

Workers' Compensation Insurance - The policy is not in lieu of and does not affect any requirement for coverage under any Workers' Compensation Insurance.

Clerical Error. A purely clerical error, that arises from other than a failure to perform administrative duties hereunder, whether by the [Policyholder] or us, will not void the insurance of any Insured if that insurance would otherwise have been in effect; nor will it extend insurance of such person if that insurance would otherwise have ended or been reduced as provided by the policy. Clerical error may be, by illustration but not limitation, errors in transcription or computation, but is not, by illustration but not limitation, a failure to advise Insureds of procedural requirements.

Assignment. {The policy is non-assignable.} {An Insured may {not} assign his or her rights, privileges and benefits under the policy {without the consent of his or her beneficiary. We are not bound by an assignment until the Administrator receives and files a signed copy. We are not responsible for the validity of assignments. The assignee only takes such rights as the assignor possessed and such rights are subject to state and federal laws and the terms of the policy}.}

Policy Termination - We may terminate coverage on or after the first anniversary as of any premium due date {by providing the Policyholder with [60] days advance written notice}. The [Policyholder] may terminate its coverage on any premium due date {by providing us with [60] day advance written notice}. {Written notice must be given at least 31 days prior to such premium due date.} Failure by the [Policyholder] to pay premiums when due or within the grace period shall be deemed notice to us to terminate coverage at the end of the period for which premium was paid.

Termination will not affect a claim for a covered loss due to an Accident which occurred while coverage was in effect.

National Guardian Life Insurance Company

CERTIFICATE SCHEDULE

Policyholder: [The XYZ Company]

{Participating

Organization: [The ABC Company]}

Policy Number: {012345]

Certificate Number: [000012345]

Certificate Effective

Date: [01/01XX]

Premium Due Date: [Semi - Annual: Sept 1 and March 1]

Replacement Date: [01/01/XX]

Certificate Holder: [Joe Smith

1234 Anystreet,

Washington, DC 010101]

[Accidental Death and Dismemberment

Covered Person	Benefit Amount
Insured	\$150,000
Covered Dependents (% of Insured's Amount) Spouse Only	50%
Souse	40%
Each Child	
Child(ren) Only	10%

Benefit Amount reduces to 75% at the Insured's attainment of age 70 and to 50% At Insured's attainment of age 72.

Coverage terminates at age 75.]

Plan Administered by: [ABC Plan Administrators

12345, West Anystreet Washington, DC 010101]

This Certificate Schedule is to be attached to your Certificate of Insurance and as of [01/01/XX] replaces previously issued Schedules, if any.

Underwritten By: National Guardian Life Insurance Company

[Madison, Wisconsin]

A Mutual Company Incorporated in 1909 PO Box 1191 • Madison, WI 53701-1191 • Phone 888-274-8050

POLICY APPLICATION

Policy Number: [012	345]	Policy Effective Date:	[January 1, 2012]
Policy Delivered In:	[Any State]	Policy Anniver	sary Date: [January 1]
Application is made to us, N Policyholder.	ATIONAL GUARDIAN LIF	E INSURANCE COMPA	NY, by: [ABC Company], the
The Policyholder hereby accessored on the SCHEDULE OF		to its terms [including the	e election of any other benefits
			and the other returned to the ace of any previous application
{The Policyholder's SCHEDU	LE OF BENEFITS shall be	revised as follows, effec	tive [01/01/2013].
[The following item is	replaced		
Accidental Death an	d Dismemberment Benef Principal Sums:	fit	
[PREMIUMS: Empl	Class 1 and 4: Class 2 and 3:	\$75,000] per week	
Signed at [Any town, Any State] this [1st] day of [January, 2005].			
Policyholder: [ABC Compan	<u>v</u>]		
Ву:		{Agent: [John Doe	1

PARTICIPATION AGREEMENT and APPLICATION TO NATIONAL GAURDIAN LIFE INSURANCE COMPANY

Application is hereby made by the undersigned Participating Organization for insurance under Policy [XXXX-YYY] issued to [the XYZ Trust], based on the following statements and representations.

	TP TP	PA Name A Street Address A City, State, Zip A Toll-Free Number]
1.	Name of Participating Organization:	[]
	Address:	
	Agent or Broker:	[]
	Affiliates/Subsidiaries:	Yes (See List Attached) No
	Participating Organization Effective Date:	
	Participating Organization Anniversary Date	: []
2.		le Persons described on the Participating erage under the policy identified above, and any n thereof, by National Guardian Life Insurance
3.	Persons described on the Participating Orga	cy applies only to the groups or classes of Eligible anization Schedule and only with respect to those hall apply to each eligible class as indicated, subject
1 .	National Guardian Life Insurance Company ensure proper administration of the insurance	ly furnish the [Trustee or its] Administrator and with any information required by them as needed to be plans of [the Trust]. Participating Organization inistrator and National Guardian Life Insurance to the insurance plans of [the Trust].
5.		
6.		participate in the Agreement and Declaration of Trust and amended from time to time, and confirms the bound by the terms of the Trust Agreement.
7.	Participating Organization hereby appoints the with the Trustee which have to do with the in	the Trust Administrator to represent it in all dealings

- 8. Participating Organization agrees that in the event of its withdrawal as a Participating Organization, no further claim (except as may be provided under any extended benefits provision of the policy) will be made against any funds accruing to any portion of the insurance fund.}
- 9. Participating Organization Schedule:

[ELIGIBLE CLASS:

Eligible Persons Are:

Eligible Class	<u>Description</u>
1	All active full time employees classified as Managers, domiciled in the United States.
2	All employees classified as Officers
3	Non-employee Members of the Board of Directors
4	All employees other than those classified as Managers and Officers

Eligible Classes are afforded the following:

Covered Policy Hazards	Eligible Classes
Acts of Terrorism Coverage	Classes 1 and 2
Non-employee Director Coverage	Class 3
24 Hour Coverage	Classes 1, 2 and 4
Covered Policy Hazards	Eligible Classes
Owner I II annual I Albarra (Communication	011011
Owned /Leased Aircraft Coverage Description of Aircraft: License Number	Classes 1, 2 and 4
NC12345, 2000 Cessna Citation, 8	
passenger, 2 crew	
Specific Trip Coverage	Classes 1, 2 and 4
Description of Specific Trip: Class I	·
employees travelling in Europe 01/01/12	
through 01/10/12	
Sponsored Activity Coverage	Classes 1, 2 and 4
Description of Sponsored Activity:	
Company Dinner War Risk Coverage	Classes 1 2 and 4
War Risk Excluded Countries: None	Classes 1, 2 and 4
Tai Mak Excluded Coulinies. Molle	

Premium: \$xxx,xxx Premium Due Date: xx/xx/xx

Policyholder Grace period: 31 days

Rate change notice to [Policyholder]: 31 days

Rate Guarantee 24 months

Individual Reinstatement: 6 months

ACCENROLL 7/11

ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT

Principal Sums: Class 1 and 4: \$x,xxx

Class 2 and 3: \$xx,xxx

For Insureds age 75 and over, the Principal Sum is subject to automatic reduction. Upon the Insured's attainment of the specified age below, the Principal Sum will be reduced to the applicable percentage. This reduction also applies to Insureds who are age 75 or over on their Individual Effective Date.

Age Percentage of available or in force amount at age 75

75-79 50% 80+ 25%

Spouse and Dependent Children Accidental Death and Dismemberment Benefit

Spouse with no Dependent Child(ren) covered: 50% of the Insured's Principal Sum Spouse with Dependent Child(ren) covered: 40% of the Insured's Principal Sum

Each Dependent Child:10% of the Insured's Principal Sum

Each Dependent Child (if no Spouse):15% of the Insured's Principal Sum

INCREASED DISMEMBERMENT BENEFIT FOR CHILDREN:

Principal Sum: \$x,xxx
Maximum Benefit \$xx,xxx

SPECIFIED ACCIDENTAL INJURY BENEFITS

Principal Sums: Class 1 and 4: \$x,xxx

Class 2 and 3: \$xx,xxx

ACCIDENT WEEKLY INCOME BENEFIT:

Waiting Period xx weeks/xx days of Total Disability

Maximum Benefit Period: xx Weeks Weekly Benefit Amount \$xxx

HOSPITAL CONFINEMENT BENEFIT:

Waiting Period: xx Weeks from the first day of confinement

Maximum Benefit Period:x MonthsMinimum Daily Benefit:\$xxxMonthly Benefit Amount\$x,xxx

ACCIDENTAL MEDICAL/DENTAL EXPENSE BENEFIT:

Deductible: \$XXX
Benefit Percentage: XX%
Benefit Maximum: \$xx,xxx
Benefit Period [104 weeks]

WAR RISK MAXIMUM BENEFIT: \$xx,xxx

PERMANENT TOTAL DISABILITY BENEFIT: \$xx,xxx per week/per month

FELONIOUS ASSAULT BENEFIT: \$xx,xxx

SEATBELT [AND AIR BAG] BENEFIT: \$xx,xxx

[ADDITIONAL AIR BAG BENEFIT \$x,xxx]

MINIMUM BENEFIT \$x,xxx

COMMON CARRIER BENEFIT: \$xx,xxx

COMMON ACCIDENT BENEFIT: \$xx,xxx

EDUCATION BENEFIT: \$xx,xxx per year

SPOUSE RETRAINING MAXIMUM BENEFIT: \$xx,xxx SPOUSE CRITICAL PERIOD BENEFIT: \$xx,xxx

CHILD CARE BENEFIT: \$xx,xxx per 12 month period

ACCENROLL 7/11

COMA BENEFIT: LUMP SUM BENEFIT CONTINUATION OF MEDICAL COVERAGE BENEFIT: MAXIMUM BENEFIT AMOUNT EMERGENCY MEDICAL EVACUATION BENEFIT MAXIMUM: MEDICAL DISABILITY REPATRIATION BENEFIT MAXIMUM: REPATRIATION OF REMAINS BENEFIT MAXIMUM: THERAPEUTIC COUNSELING BENEFIT: HIV OCCUPATIONAL ACCIDENT BENEFIT HOME ALTERATION AND VEHICLE MODIFICATION MAXIMUM BENEFIT CRITICAL BURN BENEFIT BRAIN DAMAGE BENEFIT	
Aggregate Limits of Liability: \$x,xxx,xxx	1
IN WITNESS WHEREOF, and intending to be legally bound, [Pa Application on [00/00/00].	articipating Organization] has signed this
[(Participating Organization)]	By: Title:
Accepted on [].	
[(Administrator)]	By: Title:

SERFF Tracking Number: NGLI-127798646 State: Arkansas
Filing Company: National Guardian Life Insurance Company State Tracking Number: 50202

Company Tracking Number: NGRPACCSR

TOI: H02G Group Health - Accident Only Sub-TOI: H02G.000 Health - Accident Only

Product Name: Accident Only
Project Name/Number: Special Risk/1

Supporting Document Schedules

Item Status: Status

Date:

Satisfied - Item: Flesch Certification Approved-Closed 11/16/2011

Comments: Attachment:

Arkansas Certificate of Readability.pdf

Item Status: Status

Date:

Bypassed - Item: Application Approved-Closed 11/16/2011

Bypass Reason: The application to be used with the filing is included with the filing. The Company will not be

using a previously approved application.

Comments:

Item Status: Status

Date:

Satisfied - Item: Filing Authorization Approved-Closed 11/16/2011

Comments: Attachment:

Arkansas Authorization to File - EXL.pdf

NATIONAL GUARDIAN LIFE INSURANCE COMPANY

CERTIFICATION OF COMPLIANCE FOR READABILITY

Form Number(s) NGRPACCSR-AR 7/11 NCRACCSR-AR 7/11

Flesch Readability Score 50.7 50.7

I hereby certify on behalf of National Guardian Life Insurance Company that the Flesch Scale Analysis Readability Score is accurate, based on the computer program used to calculate the scores. I further certify that in my judgment, the enclosed forms are readable under the rules and standards of your State.

National Guardian Life Insurance Company

John W. Martin Digitally signed by John W. Martin, c=US, o=EXL,LLC, ou=Compliance, email=jmartin@exIllic Date: 2011.11.04 11:09:06-0500

John W. Martin **Compliance Consultant** November 7, 2011

Mr. Jay Bradford Commissioner of Insurance Arkansas Insurance Department 1200 West 3rd Street Little Rock, Arkansas 72201-1904

RE: EXL, LLC

Policy Form Filing Authorization

Dear Commissioner Bradford

This is to inform you that EXL, LLC of 509 South Lenola Road, Building #2, Moorestown, NJ 08057, has been retained to act on behalf as indicated herein.

EXL, LLC is hereby authorized to act for the National Guardian Life Insurance Company in any governmental jurisdiction in the United States in matters relating to the filing of forms, rates, and advertising materials, and any other materials incident to the acceptance of such filings, for life, accident and health filings.

Your cooperation in working with EXL, LLC will be greatly appreciated.

Sincerely,

Mathew J. Dew

Vice-President and General Counsel National Guardian Life Insurance Company 608-443-5219 SERFF Tracking Number: NGLI-127798646 State: Arkansas
Filing Company: National Guardian Life Insurance Company State Tracking Number: 50202

Company Tracking Number: NGRPACCSR

TOI: H02G Group Health - Accident Only Sub-TOI: H02G.000 Health - Accident Only

Product Name: Accident Only
Project Name/Number: Special Risk/1

Superseded Schedule Items

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Creation Date:	Schedule	Schedule Item Name	Replacement Creation Date	Attached Document(s)
11/07/2011	Form	Accident Only Policy	11/09/2011	NGLIC Arkansas Special Risk Policy.pdf (Superceded)
11/07/2011	Form	Accident Only Certificate of Insurance	11/09/2011	NGLIC Arkansas Special Risk Certificate.pdf (Superceded)



A Mutual Company Incorporated in 1909

PO Box 1191 • Madison, WI 53701-1191 • Phone 800-988-0826

ACCIDENT ONLY POLICY

Underwritten by: National Guardian Life Insurance Company

Two East Gilman Street

P.O. Box 1191

Madison, WI 53701-1191

Administrator: [TPA Name

TPA Street Address TPA City, State, Zip TPA Toll-Free Number]

This is a legal contract between us, **National Guardian Life Insurance Company**, and you, [**The XYZ Company**], (Policyholder).

Policy Number: [012345]

Policy Effective Date: [01/01/11] Policy Anniversary Date: [01/01]

<u>Policy Term</u>: This policy will go into effect on the Policy Effective Date. All periods of insurance for a Covered Person begin and end at 12:01 A.M. Standard Time at the Policyholder's address. Unless this policy is ended by you or us (see "Termination of Policy" in GENERAL PROVISIONS), it may be renewed by payment of the required premiums, at the rates in effect on each premium due date.

SCOPE OF COVERAGE: Insurance is provided for covered losses. A covered loss is one which:

- 1. is set forth in the DESCRIPTION OF BENEFITS provisions;
- 2. results from Injury; and

Secretary

3. is covered by a Policy Hazard.

This coverage is subject to the exclusions, and to all of the other terms of this policy. This policy will be governed by the laws of Arkansas {and, to the extent applicable, the Employee Retirement Income Security Act of 1974 (ERISA) and any of its amendments}.

Executed at Madison, Wisconsin on the Policy Effective Date.

President

Mark I Solven

THIS IS A LIMITED BENEFIT ACCIDENT ONLY POLICY
READ IT CAREFULLY
BENEFITS ARE NOT PAYABLE FOR LOSS DUE TO SICKNESS

TABLE OF CONTENTS

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Claim Provisions	Page XX
General Policy Provisions	Page XX

ATTACHMENTS AT ISSUE:

APPLICATION PARTICIPATION AGREEMENTS]

SCHEDULE OF BENEFITS

[PARTICIPATING ORGANIZATION:

ELIGIBLE CLASS:

Eligible Persons Are:

Eligible Class	<u>Description</u>
1	All active full time employees classified as Managers, domiciled in the United States.
2	All employees classified as Officers
3	Non-employee Members of the Board of Directors
4	All employees other than those classified as Managers and Officers

Eligible Classes are afforded the following:

Covered Policy Hazards	Eligible Classes
------------------------	------------------

Acts of Terrorism Coverage Classes 1 and 2

Non-employee Director Coverage Class 3

24 Hour Coverage Classes 1, 2 and 4

<u>Covered Policy Hazards</u> <u>Eligible Classes</u>

Owned /Leased Aircraft Coverage Classes 1, 2 and 4

Description of Aircraft: License Number NC12345, 2000 Cessna Citation, 8

passenger, 2 crew

Specific Trip Coverage Classes 1, 2 and 4

Description of Specific Trip: Class I employees travelling in Europe 01/01/12

through 01/10/12

Sponsored Activity Coverage Classes 1, 2 and 4

Description of Sponsored Activity:

Company Dinner

War Risk Coverage Classes 1, 2 and 4

War Risk Excluded Countries: None

Premium: \$xxx,xxx Premium Due Date: xx/xx/xx

Policyholder Grace period: 31 days

Rate change notice to [Policyholder]: 31 days

Rate Guarantee 24 months

Individual Reinstatement: 6 months

ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT

Principal Sums: Class 1 and 4: \$x,xxx Class 2 and 3: \$xx,xxx

For Insureds age 75 and over, the Principal Sum is subject to automatic reduction. Upon the Insured's

attainment of the specified age below, the Principal Sum will be reduced to the applicable percentage. This reduction also applies to Insureds who are age 75 or over on their Individual Effective Date.

Age Percentage of available or in force amount at age 75

75-79 50% 80+ 25%

Spouse and Dependent Children Accidental Death and Dismemberment Benefit

Spouse with no Dependent Child(ren) covered: 50% of the Insured's Principal Sum Spouse with Dependent Child(ren) covered: 40% of the Insured's Principal Sum

Each Dependent Child:10% of the Insured's Principal Sum

Each Dependent Child (if no Spouse):15% of the Insured's Principal Sum

INCREASED DISMEMBERMENT BENEFIT FOR CHILDREN:

Principal Sum: \$x,xxx
Maximum Benefit \$xx,xxx

SPECIFIED ACCIDENTAL INJURY BENEFITS

Principal Sums: Class 1 and 4: \$x,xxx Class 2 and 3: \$xx,xxx

ACCIDENT WEEKLY INCOME BENEFIT:

Waiting Period xx weeks/xx days of Total Disability

Maximum Benefit Period: xx Weeks Weekly Benefit Amount \$xxx

HOSPITAL CONFINEMENT BENEFIT:

Waiting Period: xx Weeks from the first day of confinement

Maximum Benefit Period:x MonthsMinimum Daily Benefit:\$xxxMonthly Benefit Amount\$x,xxx

ACCIDENTAL MEDICAL/DENTAL EXPENSE BENEFIT:

Deductible: \$XXX

Benefit Percentage: XX%

Benefit Maximum: \$xx,xxx

Benefit Period [104 weeks]

WAR RISK MAXIMUM BENEFIT: \$xx,xxx

PERMANENT TOTAL DISABILITY BENEFIT: \$xx,xxx per week/per month

FELONIOUS ASSAULT BENEFIT: \$xx,xxx

SEATBELT [AND AIR BAG] BENEFIT: \$xx,xxx

[ADDITIONAL AIR BAG BENEFIT \$x,xxx]

MINIMUM BENEFIT \$x,xxx

COMMON CARRIER BENEFIT: \$xx,xxx

COMMON ACCIDENT BENEFIT: \$xx,xxx

EDUCATION BENEFIT: \$xx,xxx per year

SPOUSE RETRAINING MAXIMUM BENEFIT: \$xx,xxx SPOUSE CRITICAL PERIOD BENEFIT: \$xx,xxx

CHILD CARE BENEFIT: \$xx,xxx per 12 month period COMA BENEFIT: \$xx,xxx per week/per month

LUMP SUM BENEFIT \$xx,xxx

CONTINUATION OF MEDICAL COVERAGE BENEFIT: \$xx,xxx per 12 month period

MAXIMUM BENEFIT AMOUNT \$xx,xxx

EMERGENCY MEDICAL EVACUATION BENEFIT MAXIMUM: \$xx,xxx

MEDICAL DISABILITY REPATRIATION BENEFIT MAXIMUM: \$xx,xxx

REPATRIATION OF REMAINS BENEFIT MAXIMUM: \$xx,xxx

THERAPEUTIC COUNSELING BENEFIT: \$xx,xxx

HIV OCCUPATIONAL ACCIDENT BENEFIT \$xx,xxx HOME ALTERATION AND VEHICLE MODIFICATION MAXIMUM BENEFIT \$xx,xxx CRITICAL BURN BENEFIT \$xx,xxx BRAIN DAMAGE BENEFIT \$xx,xxx

Aggregate Limits of Liability: \$x,xxx,xxx

DEFINITIONS

The terms shown below shall have the meaning given in this section whenever they appear in the policy. Additional terms may be defined within the provision to which they apply.

"Accident" means a sudden, unexpected and unintended incident that occurs while coverage is in force with respect to the person whose Injury is the basis of the claim and that results in Injury or loss covered by the policy.

{Active Work/Actively At Work" means expending time and energy in the performance of regular duties [for the Policyholder] at the Insured's usual place of employment, or at a location to which [the Policyholder] requires the Insured to travel and for which the Insured is receiving Earnings for such duties. An Insured will be considered Actively at Work on each regularly scheduled non work day if he or she was Actively At Work on the immediately preceding scheduled work day.}

{"Aircraft" means a vehicle which:

- 1. has a valid certificate of airworthiness; and
- 2. is being flown by a pilot with a valid license appropriate to the Aircraft.}

{"Business Travel" means a trip, {including Personal Deviation {and Sojourn}}, while on [Policyholder] Business. The business trip must require the Insured to travel away from the premises of his/her regular place of employment. For the purposes of going on a business trip, the trip will begin on the last to occur:

- 1. when the Insured leaves his or her home; or
- 2. when the Insured leaves his/her place of regular employment.

The trip will end when the Insured:

- 1. arrives at his/her home or place of regular employment, whichever happens first; {or
- 2. makes a Personal Deviation.}

Business Travel does not include commuting between the Insured's home and place of work.

{"Chartered Aircraft" means Aircraft which is hired by [the Policyholder:]

- 1. for one purpose, trip or general use; and
- 2. for a period of time not to exceed [10] consecutive days.

Chartered Aircraft does not include Aircraft which is:

- 1. Owned or Leased; or
- 2. hired on a regular or frequent basis, by the [Policyholder].}

("Covered Dependent" means an Eligible Dependent who is a Covered Person.)

"Covered Person" means an Insured {and where applicable Eligible Dependents for whom application is made and who are approved to participate in the benefit plans issued under the policy, provided the required premium for such Dependents' insurance is paid when due}.

{"Doctor" means a licensed practitioner of the healing arts acting within the scope of such license. Doctor does not include the Covered Person, the Covered Person's spouse, child, parent, brother, sister, or a person living with the Covered Person.}

{"Earnings" means the Insured's Annual rate of pay as reported by [the Policyholder]. It does [not include overtime, bonus, or additional compensation or pay for more than 40 hours a week].}

{"Eligible Dependents" means:

- 1. the Insured's lawful spouse {under the age of [65]} {or
- 2. a person with whom the Insured forms a civil union according to applicable law;}; and
- 3. the Insured's {unmarried} children {who are age 14 days or older, but} less than age [26]. { An unmarried child who is less than age [26] may also be included if the child is enrolled full-time in an accredited school or college.}

Dependent children may include stepchildren, foster children, legally adopted children, children of adopting parents pending finalization of adoption procedures and children for whom coverage has been court-ordered {and otherwise eligible children who are born or brought into a civil union that has been established according to applicable law}.

{Dependent children (other than those for whom coverage has been court-ordered), must:

- a. have their principal residence with the Insured; and
- b. chiefly rely on the Insured for support and maintenance. }

{"Felonious Assault" means an act of violence against the [Insured] as [an employee] of the [Policyholder].}

"Full-time" means working [for the Policyholder an average of at least 30 hours per week, unless otherwise shown on the Schedule of Benefits.]

{"Hospital" means an institution which:

- 1. is operated pursuant to law;
- 2. is primarily and continuously engaged in providing medical care and treatment to sick and injured persons on an Inpatient basis;
- 3. is under the supervision of a staff of Doctors;
- 4. provides 24-hour nursing service by or under the supervision of a graduate registered nurse (R.N.);
- 5. has medical, diagnostic and treatment facilities, with major surgical facilities;
 - a. on its premises; or
 - b. available to it on a prearranged basis; and
- 6. charges for its services.

Hospital does not include:

- 1. a clinic or facility for:
 - a. convalescent, custodial, educational or nursing care;
 - b. the aged, drug addicts or alcoholics;
 - c. rehabilitation; or
- 2. a military or veterans hospital or a hospital contracted for or operated by a national government or its agency unless:
 - a. services are rendered on an emergency basis; and
 - b. a legal liability exists for the charges made to the individual for such services in the absence of insurance.}

"Injury" means bodily harm which results, directly and independently of all other causes, from an Accident.

{"Inpatient" means a Covered Person who is provided at least one day's room and board by a Hospital.}

"Insured" means any Eligible Person who makes application for, or for whom application is made and who is approved to participate in the benefit plans issued under the policy, provided the required premium for such Person's insurance is paid when due.

{"Leased Aircraft," means an Aircraft for which [the Policyholder] has a written lease under whose terms, the Aircraft:

1. can be used at [the Policyholder's] discretion;

- 2. can be used by [the Policyholder] for 2 or more trips or for more than 10 consecutive days;
- 3. cannot be altered or sold by [the Policyholder], without the consent of the lessor or owner.}

{"Operated or Controlled Aircraft" means an Aircraft which:

- 1. has been leased[, rented or borrowed] by [the Policyholder] for at least [10] consecutive days;
- 2. can be used at [the Policyholder]'s discretion; and
- 3. cannot be altered or sold by [the Policyholder] without the consent of the owner or lessor.

Operated or Controlled Aircraft does not include any Owned Aircraft.}

{"Owned Aircraft" means Aircraft to which [the Policyholder] holds legal or equitable title.}

{"Personal Deviation" means a non-business activity undertaken in conjunction with a business trip that would not have been undertaken were it not for the business trip.}

{"[Policyholder] Business" means on assignment by or with the authorization of [the Policyholder] for the purpose of furthering the business of [the Policyholder];

[Policyholder] Business does not include commuting and bonafide leaves of absence or vacations.}

{"Private Passenger Automobile" means a listed four-wheel vehicle which is:

- 1. validly registered; and
- 2. {if other than a Policyholder owned vehicle, }NOT licensed commercially. Listed Vehicles are limited to private passenger cars, station wagons, sport-utility vehicles, pick-up trucks, and van-type cars.}

"Sickness" means disease, bodily or mental infirmity or medical or surgical treatment thereof, bacterial or viral infection, regardless of how contracted. This does not include bacterial infection that is the natural and foreseeable result of an accidental cut or wound, or accidental food poisoning.

{"Sojourn" means a temporary stay before, during or after a business trip that would not have been taken were it not for the business trip.}

{"Total Disability" or "Totally Disabled" means:

- with respect to the Insured, the complete inability to perform all of the substantial and material duties and functions of his or her occupation and any other gainful occupation in which the same or substantially the same compensation is earned as was earned prior to disability; and
- 2. with respect to any other Covered Person, confinement as an Inpatient in a Hospital.}

(PARTICIPATING ORGANIZATION EFFECTIVE AND TERMINATION DATES

Participating Organization Effective Date. The Participating Organization's coverage under the policy takes effect at 12:01 a.m. on the Participating Organization Effective Date indicated on the Participation Agreement.

Coverage Termination by Us. We may terminate the Participating Organization's coverage on any premium due date on or after the Initial Rate Period through which premium rates have been guaranteed, as indicated on the Participation Agreement.

We will provide [31] days advance written notice of our intent to terminate by mail or personal delivery. Termination will take effect at 11:59 p.m. at the Policyholder's address on the date of termination.

Coverage Termination by the Participating Organization. The Participating Organization may terminate coverage under the policy by mailing or delivering to us written notice at least [31] days in advance of the termination date. Termination will take effect at 11:59 p.m. at the Policyholder's address on the termination date specified in such notice.

Coverage Termination by Both Parties. Coverage under the policy may be terminated at any time by the mutual written consent of the Participating Organization and us.

Coverage Termination for Non-Payment of Premium. If any premium is not paid by the end of the grace period specified in the Participation Agreement, coverage under the policy will automatically terminate at 11:59 p.m. at the Policyholder's address on the premium due date.}

PROVISIONS CONCERNING COVERED PERSONS

Eligibility: Eligible Persons are described on the Schedule of Benefits. This includes anyone who may become eligible while the policy is in force.

Effective Dates: An Eligible Person will become an Insured on the latest of the following {provided the first premium is paid and the Eligible Person is alive on the Effective Date}:

- 1. the [Policy] Effective Date; or
- 2. {the [Participating Organization's effective date; or}
- 3. {the [date the person enrolls] if such person becomes eligible after the Policy Effective Date and the person's enrollment and premium are received within [31 days] after the date the person becomes eligible; or}
- 4. {the [first day of the month following the] date the Eligible Person is approved for coverage; or}
- 5. as indicated on the Schedule of Benefits.

{Deferred Effective Dates: The effective date of coverage will be deferred for an Eligible Person who is [confined in an institution or at home, or is Totally Disabled] on the day such person's coverage would otherwise take effect. Coverage for such a person will take effect [on the first day of the month coinciding with or next following the date] when the Eligible Person is [given final medical release from such confinement or no longer Totally Disabled]. }

(Changes in Amounts of Insurance. Any increase in the amount of the [Insured's] amount of Insurance benefit [elected by the Insured] will take effect on the latest of the following:

- 1. the [first day of the month coinciding with or next following the] date of such increase, [if the Insured is Actively at Work or is not confined in an institution or at home on such date];
- 2. if the [Insured] was not [Actively at Work or was confined in an institution or at home] on the date the increase would otherwise become effective, the first [day of the month coinciding with or next following the first] full day following the day the [Insured returns to Active Work or is given final medical release from such confinement]; or
- 3. as indicated on the Schedule of Benefits.

Any decrease in the [Insured's] Insurance benefit will take effect on the [first day of the month coinciding with or next following the date of the request] of the decrease.}

(Changes in Amounts of Insurance. Any increase in the [Insured's] Benefit Amount will take effect on the premium due date following the date the Eligible Person is approved for the change.

Any decrease in the [Insured's] Benefit Amount will take effect on the premium due date coinciding with or next following the date of the request.}

{An Insured's Insurance will not be increased in excess of the Amount originally enrolled for unless he or she is approved by us for such excess amount. The Insured will become covered for the excess amount on the later of first day of the month following the date we approve the increased amount or as indicated on the Schedule of Benefits.}

Termination: Coverage for an Insured will end on the earliest of:

- 1. the [first day of the month coinciding with or next following the] date the Insured is no longer in an Eligible Class; or
- 2. the end of the period for which the last premium contribution is made;
- 3. the date the policy is terminated
- the date the Insured is on full time active duty in any Armed Forces. (Send us proof of service. We will refund any premium paid for this time.) This does not include Reserve or National Guard duty for training; or}
- (5. the date immediately following the date any coverage for which the insured is not required to make a contribution is terminated; or)

- the [first day of the month coinciding with or next following the] date the Insured attains age [75].
- {7. the Participating Organization's Termination Date.}

Termination will not affect a claim for a covered loss that occurs while the Insured's coverage is in force.

(Continuation of Coverage: Coverage can be continued by payment of premium for an Insured who is no longer eligible due to:

- 1. Total Disability; or
- 2. authorized leave of absence, (other than military leave).

Coverage so continued will end on the earliest of:

- 1. [6] months if the Insured ceases to be eligible due to Total Disability; or
- 2. [1] month if the Insured ceases to be eligible due to temporary layoff or approved leave of absence.
- 3. the end of the period for which the last premium is paid.

Termination will not affect a claim for a covered loss that occurs while the Insured's coverage is in force.}

{Coverage under the policy may also be extended to include Eligible Dependents.}

{Coverage for a newborn child of an Insured will automatically become effective on the date the newborn child becomes eligible for Insurance. Coverage for that child will end 31 days after this effective date unless: (1) each child of the Insured is covered under the policy on that date; or (2) the Insured has made written request for and paid the required contribution toward the cost of the child's coverage.}

{In any event: (1) a lawful spouse who is also an Eligible Person cannot be covered as a dependent of an Insured; and (2) dependent children of such persons will only be considered Eligible Dependents of one Insured.}

{Domestic Partner Coverage - An Insured may elect coverage under the policy for his or her qualified domestic partner and children of a qualified domestic partner who would be eligible for coverage if they were the Insured's children. The coverage provided to such persons will be on the same basis as that provided for an Eligible Dependent of the Insured.

"Qualified domestic partner" means either:

- 1. if the state in which the policy is delivered does not recognize domestic partnerships, a person: who is at least 18 years of age; who is not related to the Insured by blood; who has been living together with the Insured for at least 12 consecutive months; who is financially interdependent with the Insured for all living expenses; and, for whom a written affidavit of domestic partnership, acceptable to us, has been completed; or
- 2. if the state in which [the policy is issued/the Insured resides] recognizes domestic partnerships, a person who together with the Insured has filed and maintains a valid Declaration of Domestic Partnership with the [applicable regulatory body/Secretary of State] in the state in which [the policy is issued/the Insured resides].

An Insured may not have more than one qualified domestic partner nor may a person be a qualified domestic partner for more than one person. The Insured must notify the Administrator within 30 days if there is any change in the domestic partner status between the Insured and qualified domestic partner. A signed statement of termination of domestic partnership will be required. }

{Dependents Effective Date - Dependent insurance will become effective on the latest of the following {provided the first premium is paid and the Eligible Dependent is alive on the Dependents Effective Date}:

1. the Insured's effective date if the dependent is eligible as of the Insured's effective date and the Insured enrolls and pays premium for the dependent on or before that date; or

- 2. {the [date the Insured enrolls a dependent] if the dependent becomes eligible after the Insured's effective date and the enrollment and premium are received within [31 days] after the date the dependent becomes eligible; or}
- 3. {the [first day of the month following the] date coverage for dependents is approved; or}
- 4. {the first day of the month on or after the date the first payroll deduction is authorized; or}
- 5. as provided on the [Schedule of Benefits].

In no case will coverage for eligible dependents take effect before the Insured's. {No dependent will be covered unless application has been made and the correct premium has been paid.} {No dependent for whom coverage is elected more than 31 days after first becoming eligible will be covered prior to the first day of the month following the date we approve the coverage.}

{Coverage for a dependent will be delayed if, on the effective date described in this section, the dependent is confined for medical care or treatment in an institution or at home. The delay will end and the coverage will become effective on the [first day of the month coinciding with or next following] the final discharge from such confinement. {This provision will not apply to a newborn child.}}

{Dependent Termination Date: Coverage for dependents will end on the earlier of:

- 1. the Insured's termination date:
- 2. the end of the period for which the last premium contribution is made;
- 3. the date the dependent is no longer eligible unless contributions for coverage were made in advance, in which case coverage will terminate at the end of the period for which premiums have been paid {; or
- 4. with respect to the Insured's spouse the attainment of age [75; or]}
- 5. {the date the dependent is on full time active duty in any Armed Forces. (Send us proof of service. We will refund any premium paid for this time.) This does not include Reserve or National Guard duty for training}.

Coverage will continue for any child who reaches the age limit and is both:

- 1. totally incapable of self-sustaining employment due to a physical or intellectual disability; and
- 2. chiefly dependent on the Insured for support and maintenance.

At our request and expense, the Insured must furnish proof of the child's incapacity and dependency to. If the incapacity or dependency subsequently ends, the Insured must notify the Administrator.

In no case will coverage end later than the Insured's.}

(Continuation of Dependents Coverage – Coverage under the policy on insured Dependents will continue if:

- coverage for dependents is in effect on the date of an Accident in which the [Insured] was involved; and
- 2. the [Insured] dies as a result of an accident for which the policy provides coverage.

Coverage will be continued, without premium payment, for up to [6] months following the last premium contribution. Benefits for which payment has been made due to the [Insured's] death, end with the payment. The Insured spouse assumes the rights and obligations. Except as provided in this section coverage will not be continued beyond the date it would otherwise end under the Termination provisions of the policy. Termination will not affect a claim for a covered loss due to an accident, which occurred while the coverage was in effect.}

{If termination of dependents insurance is due to the death of the [Insured], an insured dependent spouse may elect to continue coverage under the policy by making written request and continuing premium payments. When such election is made, the spouse shall be considered the [Insured] under the terms of the policy. If there is no Covered Dependent spouse, Covered Dependent children may continue coverage under the policy, subject to the payment of premiums and other termination provisions of this section.}

DESCRIPTION OF POLICY HAZARDS

(Applies to Eligible Classes as Shown on the Schedule of Benefits)

We will pay the benefits described in the Description of Benefits section for an Accident caused by a Policy Hazard described below. Unless otherwise stated, we will pay benefits for a covered loss only once, even if coverage is provided under more than one of the following Policy Hazards.

(ACTS OF TERRORISM COVERAGE ((Business Travel Only)) - We will pay the benefits described in the policy for an Accident which happens to an Insured caused by an Act of Terrorism (during Business Travel).

Additional Definitions - Wherever used in this Coverage:

Act of Terrorism means an act of violence committed or threatened to be committed against non-combatants. Such act must be

- 1. premeditated;
- 2. {politically motivated}; and
- 3. committed by:
 - a. a person or persons not acting on behalf of a sovereign state; or
 - b. clandestine state agents.

{Exclusion - For this Policy Hazard only, benefits will not be paid for an Insured's loss caused by or resulting from nuclear radiation or the release of nuclear energy.}

Exclusion Removal – For this Policy Hazard only General Exclusion [(2)(b)] is hereby deleted.}

{ALL CONVEYANCE COVERAGE{, EXCLUDING [POLICYHOLDER] OWNED/OPERATED AIRCRAFT} {(BUSINESS ONLY)} - We will pay the benefits described in the policy for an Accident which happens to an Insured anywhere in the world {while traveling on business for the [Policyholder]} and,

- While operating, riding as a passenger, in or on (including boarding or alighting from) or through being struck by any conveyance being used as a means of land or water transportation except
 - a. any such conveyance which the Insured has been hired to operate or serve as a member of the crew, or
 - b. any such conveyance which the Insured is operating or serving as a member of the crew for the transportation for hire, profit or gain, or passengers or property.
- 2. While riding as a passenger, and not as a pilot, operator or member of the crew, in or on (including boarding or alighting from):
 - a. any civilian scheduled air carrier holding certificate, license or similar authorization for civilian scheduled air carrier transportation by the country of the Aircraft's registry, and which in accordance therewith files, prints, maintains and publishes schedules and tariffs for regular passenger service between named cities at regular and specified times, or any chartered flights operated by such carriers; or
 - b. any Aircraft operated by the Air Mobility Command (AMC) of the United States or by the similar military air transport service of any duly constituted governmental authority of any other recognized country; or
 - c. any powered Aircraft having a valid and current NC or N Standard Airworthiness Certificate issued by the Civil Aeronautics Administration of the United States, or its successor, or any similar certificate issued by the jurisdictional agency or authority of any other recognized country, and piloted by a person who then holds a valid and current Certificate of Competency of a rating authorizing him to pilot such Aircraft.
- 3. By being struck by any Aircraft while at an airport or place of forced landing in the course of a trip in an Aircraft specified above.}

(COMMON CARRIER (AIR, LAND, SEA) INCLUDING AMC COVERAGE ((BUSINESS ONLY)) - We will pay the benefits described in the policy for an Accident which happens to an Insured anywhere in the world {while traveling on business for the [Policyholder]} and,

- 1. While riding as a passenger, and not as a pilot, operator or member of the crew, in or on (including boarding or alighting from);
 - a. any air, land or water conveyance operated under a license for the transportation of passengers for hire; or
 - b. any Aircraft operated by the Air Mobility Command (AMC) of the United States or by the similar military air transport service of any duly constituted governmental authority of any other recognized country.
- 2. {By being struck or run down by an Aircraft while at an airport or place of forced landing in the course of a trip in an Aircraft specified above.}
- {3. While such Insured is;
 - a. in or on an airport, rail station or bus stop, or
 - b. pedestrian who is struck or comes into contact with any conveyance, which is commercially licensed to carry passengers.
- 4. The injury directly and independently of all other causes resulted in the covered Loss.}}

{{EXTRAORDINARY} COMMUTATION COVERAGE - We will pay the benefits described in the policy for any Accident which happens to an Insured while commuting directly between the Insured's home and the [Policyholder]'s premises where the Insured normally works{, while a strike, work-stoppage, power failure or public disaster has made public transportation, which is regularly used by the Insured, unavailable}.

This coverage does not include Accidents that happen more than [2 hours] after the Insured leaves his or her home or place of work, unless it can definitely be shown:

- 1. the delay was caused by conditions beyond the control of the Insured; or
- 2. more time was needed for normal direct commuting.}

EMERGENCY RESCUE UNIT COVERAGE - We will pay the benefits described in the policy for an Accident which happens to an Insured during training exercises or while responding to fires, oil spills, hazardous material incidents, rescues, medical emergencies, and any other emergency rescue unit duties. Any training or responses must be at the direction and with the authorization of the [Policyholder].}

EMERGENCY TEAM COVERAGE - We will pay the benefits described in the policy for an Accident which happens to an Insured while participating as a member of a [Policyholder] sponsored and approved fire or medical emergency team, bomb scare team, or other similar emergency team.}

{ 24-HOUR COVERAGE {(except [pilots, crew members and] Owned Aircraft)} - We will pay the benefits described in the policy for any Accident, which happens to [an Insured]. This includes travel or flight in an Aircraft except as restricted by the Policy Hazard Limitations. {Benefits which become payable due to this coverage will be reduced by benefits paid under any other hazard coverages in this policy.}

With respect to flying in Aircraft, coverage shall only apply while riding as a passenger, [and not as] a pilot, operator or member of the crew, in or on (including boarding or alighting from):

- any civilian scheduled air carrier holding certificate, license or similar authorization for civilian scheduled air carrier transportation by the country of the Aircraft's registry, and which in accordance therewith files, prints, maintains and publishes schedules and tariffs for regular passenger service between named cities at regular and specified times, or any chartered flights operated by such carriers; or
- 2. any Aircraft operated by the Air Mobility Command (AMC) of the United States or by the similar military air transport service of any duly constituted governmental authority of any other recognized country; or
- 3. any powered Aircraft having a valid and current NC or N Standard Airworthiness Certificate issued by the Civil Aeronautics Administration of the United States, or its successor, or any similar certificate issued by the jurisdictional agency or authority of any other recognized country, and piloted by a person who then holds a valid and current Certificate of Competency of a rating authorizing him to pilot such Aircraft.}

EXTENSION TO 24-HOUR COVERAGE {(except [pilots, crew members and] Owned Aircraft)} - We will pay the benefits described in the policy for any Accident, which happens to [an Insured]. This includes travel

or flight in an Aircraft except as restricted by the Policy Hazard Limitations. {Benefits which become payable due to this coverage will be reduced by benefits paid under any other hazard coverages in this policy.}

With respect to flying in Aircraft, coverage shall only apply while riding as a passenger, [and not as] a pilot, operator or member of the crew, in or on (including boarding or alighting from):

- any civilian scheduled air carrier holding certificate, license or similar authorization for civilian scheduled air carrier transportation by the country of the Aircraft's registry, and which in accordance therewith files, prints, maintains and publishes schedules and tariffs for regular passenger service between named cities at regular and specified times, or any chartered flights operated by such carriers; or
- any Aircraft operated by the Air Mobility Command (AMC) of the United States or by the similar military air transport service of any duly constituted governmental authority of any other recognized country; or
- 3. any powered Aircraft having a valid and current NC or N Standard Airworthiness Certificate issued by the Civil Aeronautics Administration of the United States, or its successor, or any similar certificate issued by the jurisdictional agency or authority of any other recognized country, and piloted by a person who then holds a valid and current Certificate of Competency of a rating authorizing him to pilot such Aircraft.}

FELONIOUS ASSAULT COVERAGE - We will pay the benefits described in the policy for an Accident which happens to an Insured:

- {1. while the Insured is{:
 - a. on [the Policyholder]'s premises; {or
 - b.) on [the Policyholder]'s business;} and
- 2. }which is a direct result of:
 - robbery or an attempted robbery;
 - b. kidnapping during a robbery; or
 - c. Felonious Assault inflicted by a person other than [a fellow employee or] a member of the Insured's family or household.}

{HIJACKING AND AIR PIRACY COVERAGE {(BUSINESS ONLY)}- We will pay the benefits described in the policy for an Accident which happens to an Insured and which is caused by hijacking, air piracy, or any unlawful seizure or attempted seizure of an Aircraft.

Premiums and Coverage Subject to Change - The premiums and benefits of this Hijacking and Air Piracy Coverage may be changed at anytime by agreement between the [Policyholder] and us. This may be done as needed to reflect conditions which, in the opinion of the [Policyholder] or us, change the Hijacking and Air Piracy risk.

Termination - The [Policyholder] may cancel this Hijacking and Air Piracy Coverage at any time by sending written notice to us at our home office. This coverage will be canceled when we receive the [Policyholder]'s notice, or later if the [Policyholder] so specifies. We may cancel this coverage at any time by sending the [Policyholder] at least [10 days'] written notice to its most recent address in our records. We will promptly return any unearned premium that the [Policyholder] has paid. Change or termination of this coverage will not affect a claim which begins while this coverage is in force.}

{NATIONAL GUARD AND ARMED FORCES RESERVE COVERAGE - Notwithstanding any applicable Policy Hazard Limitation, we will pay the benefits described in the policy for an Accident which happens to the Insured while a member of the U.S. Military Reserve or National Guard.

While the Insured is a member of the U.S. Military Reserve or National Guard, coverage under the policy will remain in force beyond the 31-day active duty training period and continue:

- 1. during the Insured's initial training period;
- 2. if the Insured is called to active duty [for a domestic emergency]}.

NON-EMPLOYEE DIRECTOR COVERAGE - We will pay the benefits described in the policy for any Accident which happens to an Insured while traveling to, during the course of, or returning from:

- 1. a meeting of the [board of directors] or other similar duties; or
- 2. a trip taken at the [Policyholder]'s specific request; or
- 3. any trip for which the Insured received reimbursement from the [Policyholder] for expenses or services performed.

All such trips must be authorized by the [Policyholder].

For the purpose of going on the trip, the trip will begin on the last to occur:

- 1. when the Insured leaves his/her home; or
- 2. when the Insured leaves his/her regular place of employment.

This coverage will end when the Insured:

- 1. arrives at the Insured's home or place of work, whichever happens first; {or
- 2. makes a Personal Deviation.}

This coverage does not include:

- 1. commuting between the Insured's home and place of work; or
- 2. Personal Deviations by the Insured.

With respect to flying in Aircraft, coverage shall only apply while riding as a passenger, and not as a pilot, operator or member of the crew, in or on (including boarding or alighting from):

- any civilian scheduled air carrier holding certificate, license or similar authorization for civilian scheduled air carrier transportation by the country of the Aircraft's registry, and which in accordance therewith files, prints, maintains and publishes schedules and tariffs for regular passenger service between named cities at regular and specified times, or any chartered flights operated by such carriers; or
- 2. any Aircraft operated by the Air Mobility Command (AMC) of the United States or by the similar military air transport service of any duly constituted governmental authority of any other recognized country; or
- any powered Aircraft having a valid and current NC or N Standard Airworthiness Certificate issued by the Civil Aeronautics Administration of the United States, or its successor, or any similar certificate issued by the jurisdictional agency or authority of any other recognized country, and piloted by a person who then holds a valid and current Certificate of Competency of a rating authorizing him to pilot such Aircraft.

This Policy Hazard is subject to the applicable Policy Hazard Limitations.

{OCCUPATIONAL COVERAGE - We will pay the benefits described in the policy for any Accident that happens to an Insured while the Insured is performing the duties of his occupation.

With respect to flying in Aircraft, coverage shall only apply while riding as a passenger, and not as a pilot, operator or member of the crew, in or on (including boarding or alighting from):

- any civilian scheduled air carrier holding certificate, license or similar authorization for civilian scheduled air carrier transportation by the country of the Aircraft's registry, and which in accordance therewith files, prints, maintains and publishes schedules and tariffs for regular passenger service between named cities at regular and specified times, or any chartered flights operated by such carriers; or
- any Aircraft operated by the Air Mobility Command (AMC) of the United States or by the similar military air transport service of any duly constituted governmental authority of any other recognized country; or

3. any powered Aircraft having a valid and current NC or N Standard Airworthiness Certificate issued by the Civil Aeronautics Administration of the United States, or its successor, or any similar certificate issued by the jurisdictional agency or authority of any other recognized country, and piloted by a person who then holds a valid and current Certificate of Competency of a rating authorizing him to pilot such Aircraft.}

{LINE OF DUTY COVERAGE - We will pay the benefits described in the policy for an Accident which happens to an Insured in the performance of his responsibilities while in the Line of Duty.

With respect to flying in Aircraft, coverage shall only apply while riding as a passenger, and not as a pilot, operator or member of the crew, in or on (including boarding or alighting from):

- any civilian scheduled air carrier holding certificate, license or similar authorization for civilian scheduled air carrier transportation by the country of the Aircraft's registry, and which in accordance therewith files, prints, maintains and publishes schedules and tariffs for regular passenger service between named cities at regular and specified times, or any chartered flights operated by such carriers; or
- 2. any Aircraft operated by the Air Mobility Command (AMC) of the United States or by the similar military air transport service of any duly constituted governmental authority of any other recognized country; or
- 3. any powered Aircraft having a valid and current NC or N Standard Airworthiness Certificate issued by the Civil Aeronautics Administration of the United States, or its successor, or any similar certificate issued by the jurisdictional agency or authority of any other recognized country, and piloted by a person who then holds a valid and current Certificate of Competency of a rating authorizing him to pilot such Aircraft.}

Additional Definitions - Wherever used in this Coverage:

"Line of Duty Accident" means an accident, including accidental exposure to adverse weather conditions, that occurs while the Insured is taking any action which by rule, law, regulation, or condition of employment the Insured is obligated or authorized to perform as a Public Safety Officer in the course of controlling or reducing crime or criminal law enforcement, including such action taken in response to an emergency while off duty.

If the Insured is a Public Safety Officer whose primary job duties are controlling or reducing crime, criminal law enforcement, or fire suppression, Line of Duty Accident includes a Line of Duty Accident that occurs while the Insured is on duty at social, ceremonial, or athletic functions to which the Insured is assigned or for which the Insured is paid as a Public Safety Officer by the [Policyholder].

"Public Safety Officer" means an Insured whose primary job duties include controlling or reducing crime or juvenile delinquency, criminal law enforcement, or fire suppression. Public Safety Officer includes police officers, fire fighters, corrections officers, judicial officers, and officially recognized or designated volunteer firefighters, if they otherwise meet the definition of Public Safety Officer.}

{OWNED/LEASED AIRCRAFT COVERAGE: We will pay the benefits described in the policy for an Accident which happens to an Insured {that occurs during a business trip} which results from such Insured:

1. riding in, getting into or out of the aircraft described [below/on the Schedule of Benefits], as a {passenger, pilot or crew member}[:

License No.	Make	Model	Passenger Seats	Crew Seats
EVX2468	Cessna	1075A	4	2
4EVX68	Cessna	657LL	6	21

Such aircraft must:

- a. have a current, valid airworthiness certificate; and
- b. be piloted by a person who is holding a current, valid certificate of competence for that type of aircraft.

The certificates called for in (a) and (b) above must have been issued by the proper government agency of the country of origin of the aircraft and pilot; or

- 2. making a parachute jump from any aircraft described above for self-preservation; or
- 3. being struck by an aircraft described in 1 above.

Coverage of Substitute Aircraft: If the aircraft listed [above/on the Schedule of Benefits is] withdrawn from normal use due to mechanical breakdown, servicing or loss, coverage will be extended to the Insured who uses a substitute aircraft. Such aircraft must:

- 1. be in the same airworthiness, certificate class as the aircraft listed above;
- 2. not be owned by [the Policyholder]; and
- 3. not be larger in passenger and crew member capacity than the aircraft that was replaced. This coverage will be extended only while the aircraft named above is withdrawn from normal use. We must be promptly notified by you in writing of all substitutions of aircraft.

Coverage of Newly Acquired Aircraft: Coverage will be extended to any additional, newly acquired aircraft which is owned or leased by [the Policyholder]. [The Policyholder] must notify us of such aircraft no later than 30 days from the delivery date. Insurance coverage for this aircraft will be effective from the delivery date unless:

- 1. [the Policyholder] does not give us the required notice; and
- 2. [the Policyholder] does not pay the additional premium, if any, within the prescribed time.

Additional Exclusions: For this Policy Hazard only, in addition to the General Exclusions, we will not pay for a loss caused by or resulting from the use of any aircraft for:

- 1. crop dusting, seeding, spraying, fire fighting, exploration, pipe line or power line inspection, hunting, aerial photography or banner towing without prior written consent;
- 2. flying which requires a special permit or waiver from any authority having jurisdiction over civil aviation, even if granted, unless we give our prior written consent;
- 3. acrobatic or stunt flying; or
- 4. any type of training or instruction. }

{PERSONAL DEVIATION COVERAGE - We will pay the benefits described in the policy for an Accident which happens to an Insured while making a Personal Deviation while on Business Travel.{ Such Personal Deviation must take place [100] miles or more from the Insured's principal residence or place of business.} The Insured is not covered during a bona fide vacation.

With respect to flying in Aircraft, coverage shall only apply while riding as a passenger, and not as a pilot, operator or member of the crew, in or on (including boarding or alighting from):

- any civilian scheduled air carrier holding certificate, license or similar authorization for civilian scheduled air carrier transportation by the country of the Aircraft's registry, and which in accordance therewith files, prints, maintains and publishes schedules and tariffs for regular passenger service between named cities at regular and specified times, or any chartered flights operated by such carriers; or
- 2. any Aircraft operated by the Air Mobility Command (AMC) of the United States or by the similar military air transport service of any duly constituted governmental authority of any other recognized country; or
- 3. any powered Aircraft having a valid and current NC or N Standard Airworthiness Certificate issued by the Civil Aeronautics Administration of the United States, or its successor, or any similar certificate issued by the jurisdictional agency or authority of any other recognized country, and piloted by a person who then holds a valid and current Certificate of Competency of a rating authorizing him to pilot such Aircraft.}

{PRIVATE PASSENGER AUTOMOBILE COVERAGE {(BUSINESS ONLY)} - We will pay the benefits described in the policy for an Accident which happens to an Insured anywhere in the world, {while traveling on

business for the [Policyholder] and} while driving, riding as a passenger in (including boarding or alighting from) any Private Passenger Automobile.}

{RELOCATION TRIP COVERAGE - We will pay the benefits described in the Policy for an Accident which happens to [an Insured] while on a Relocation Trip.

With respect to flying in Aircraft, coverage shall only apply while riding as a passenger, and not as a pilot, operator or member of the crew, in or on (including boarding or alighting from):

- any civilian scheduled air carrier holding certificate, license or similar authorization for civilian scheduled air carrier transportation by the country of the Aircraft's registry, and which in accordance therewith files, prints, maintains and publishes schedules and tariffs for regular passenger service between named cities at regular and specified times, or any chartered flights operated by such carriers; or
- any Aircraft operated by the Air Mobility Command (AMC) of the United States or by the similar military air transport service of any duly constituted governmental authority of any other recognized country; or
- 3. any powered Aircraft having a valid and current NC or N Standard Airworthiness Certificate issued by the Civil Aeronautics Administration of the United States, or its successor, or any similar certificate issued by the jurisdictional agency or authority of any other recognized country, and piloted by a person who then holds a valid and current Certificate of Competency of a rating authorizing him to pilot such Aircraft.

Additional Definitions - Wherever used in this Coverage:

"Relocation Trip" means a trip taken by [the Insured] at the request and expense of the [Policyholder], for the purposes of relocation due to the reassignment of employment. The relocation trip:

- begins when [an Insured] leaves his/her place of residence for the purpose of finding a new residence or leaves his/her former residence for purposes of relocating at a new residence; and
- 2. ends when [an Insured] arrives at his place of current residence or at his/her new residence.

A Relocation Trip does not include any period of time during which the [Insured] takes a personal trip or vacation.

This Policy Hazard is subject to the applicable Policy Hazard Limitations.

{SCHEDULED AIRLINE [AND] AMC {AND NC OR N STANDARD AIRCRAFT -{ EXCLUDING [POLICYHOLDER] OWNED/OPERATED AIRCRAFT}} {(BUSINESS ONLY)} COVERAGE - We will pay the benefits described in the policy for an Accident which happens to an Insured anywhere in the world {while traveling on business for the [Policyholder]} and,

- 1. While riding as a passenger, and not as a pilot, operator or member of the crew, in or on (including boarding or alighting from):
 - any civilian scheduled air carrier holding certificate, license or similar authorization for civilian scheduled air carrier transportation by the country of the Aircraft's registry, and which in accordance therewith files, prints, maintains and publishes schedules and tariffs for regular passenger service between named cities at regular and specified times, or any chartered flights operated by such carriers; or
 - b. any Aircraft operated by the Air Mobility Command (AMC) of the United States or by the similar military air transport service of any duly constituted governmental authority of any other recognized country; {or
 - c. any powered Aircraft having a valid and current NC or N Standard Airworthiness Certificate issued by the Civil Aeronautics Administration of the United States, or its successor, or any similar certificate issued by the jurisdictional agency or authority of any other recognized country, and piloted by a person who then holds a valid and current Certificate of Competency of a rating authorizing him to pilot such Aircraft.}

- 2. By being struck or run down by any Aircraft while at an airport or place of forced landing in the course of a trip in an Aircraft specified above.
- 3. While riding as a passenger, and not as an operator, in or on (including boarding or alighting from) any land conveyance licensed for the transportation of passengers for hire, but only while traveling directly to or from an airport immediately preceding departure or immediately following arrival of an Aircraft specified above, used by or to be used by the Insured.}

SPECIFIC TRIP COVERAGE - We will pay the benefits described in the policy for an Accident which happens to an Insured during {Business} Travel, on the trip described on the Schedule of Benefits.

- 1. With respect to flying in Aircraft, coverage shall only apply while riding as a passenger, and not as a pilot, operator or member of the crew, in or on (including boarding or alighting from):}
 - any civilian scheduled air carrier holding certificate, license or similar authorization for civilian scheduled air carrier transportation by the country of the Aircraft's registry, and which in accordance therewith files, prints, maintains and publishes schedules and tariffs for regular passenger service between named cities at regular and specified times, or any chartered flights operated by such carriers; or
 - b. any Aircraft operated by the Air Mobility Command (AMC) of the United States or by the similar military air transport service of any duly constituted governmental authority of any other recognized country; {or
 - c. any powered Aircraft having a valid and current NC or N Standard Airworthiness Certificate issued by the Civil Aeronautics Administration of the United States, or its successor, or any similar certificate issued by the jurisdictional agency or authority of any other recognized country, and piloted by a person who then holds a valid and current Certificate of Competency of a rating authorizing him to pilot such Aircraft.}
- 2. By being struck by any Aircraft while at an airport or place of forced landing in the course of a trip in an Aircraft specified above.
- 3. While riding as a passenger, and not as an operator, in or on (including boarding or alighting from) any land conveyance licensed for the transportation of passengers for hire, but only while traveling directly to or from an airport immediately preceding departure or immediately following arrival of an Aircraft specified above, used by or to be used by the Insured.}

SPONSORED ACTIVITY COVERAGE - We will pay the benefits described in the policy for an Accident which happens to an Insured while participating in{, or practicing for} the [Policyholder] sponsored and approved activity described on the Schedule of Benefits.

With respect to flying in Aircraft, coverage shall only apply while riding as a passenger, and not as a pilot, operator or member of the crew, in or on (including boarding or alighting from):

- any civilian scheduled air carrier holding certificate, license or similar authorization for civilian scheduled air carrier transportation by the country of the Aircraft's registry, and which in accordance therewith files, prints, maintains and publishes schedules and tariffs for regular passenger service between named cities at regular and specified times, or any chartered flights operated by such carriers; or
- any Aircraft operated by the Air Mobility Command (AMC) of the United States or by the similar military air transport service of any duly constituted governmental authority of any other recognized country; or
- 3. any powered Aircraft having a valid and current NC or N Standard Airworthiness Certificate issued by the Civil Aeronautics Administration of the United States, or its successor, or any similar certificate issued by the jurisdictional agency or authority of any other recognized country, and piloted by a person who then holds a valid and current Certificate of Competency of a rating authorizing him to pilot such Aircraft.

{Coverage includes travel to and from the sponsored and approved activity.}}

{24 HOUR BUSINESS TRAVEL {OUTSIDE CITY LIMITS}- SCHEDULED AIRLINE, AMC AND NC OR N STANDARD AIRCRAFT {EXCLUDING [POLICYHOLDER] OWNED/OPERATED AIRCRAFT} COVERAGE - We will pay the benefits described in the policy for an Accident which happens to an Insured anywhere in the

world while on a Business Trip,. {The business trip must require the Insured to travel outside the city of his/her regular place of employment.}

For the purpose of going on the trip, the trip will begin on the later to occur:

- 1. when the Insured leaves his/her home; or
- 2. when the Insured leaves his/her regular place of employment.

Coverage terminates upon the Insured's return to his or her place of regular employment or home, whichever shall first occur.

{If an Insured travels to another city and is expected to remain there for more than [60] days, the city the Insured has traveled to shall be deemed to be his/her regular place of employment. }

With respect to flying in Aircraft, coverage shall only apply while riding as a passenger, and not as a pilot, operator or member of the crew, in or on (including boarding or alighting from):

- any civilian scheduled air carrier holding certificate, license or similar authorization for civilian scheduled air carrier transportation by the country of the Aircraft's registry, and which in accordance therewith files, prints, maintains and publishes schedules and tariffs for regular passenger service between named cities at regular and specified times, or any chartered flights operated by such carriers; or
- any Aircraft operated by the Air Mobility Command (AMC) of the United States or by the similar military air transport service of any duly constituted governmental authority of any other recognized country; or
- 3. any powered Aircraft having a valid and current NC or N Standard Airworthiness Certificate issued by the Civil Aeronautics Administration of the United States, or its successor, or any similar certificate issued by the jurisdictional agency or authority of any other recognized country, and piloted by a person who then holds a valid and current Certificate of Competency of a rating authorizing him to pilot such Aircraft.}

{24-HOUR SPECIFIED TRIP COVERAGE (Business Travel Only) - We will pay the benefits described in the policy for an Accident which happens to an Insured while on Business Travel and while on the trip described on the Schedule of Benefits.

For the purpose of going on the trip, the trip will begin on the later to occur:

- 1. when the Insured leaves his/her home; or
- 2. when the Insured leaves his/her regular place of employment.

Coverage terminates upon the Insured's return to his or her place of regular employment or home, whichever shall first occur.

With respect to flying in Aircraft, coverage shall only apply while riding as a passenger, and not as a pilot, operator or member of the crew, in or on (including boarding or alighting from):

- any civilian scheduled air carrier holding certificate, license or similar authorization for civilian scheduled air carrier transportation by the country of the Aircraft's registry, and which in accordance therewith files, prints, maintains and publishes schedules and tariffs for regular passenger service between named cities at regular and specified times, or any chartered flights operated by such carriers; or
- 2. any Aircraft operated by the Air Mobility Command (AMC) of the United States or by the similar military air transport service of any duly constituted governmental authority of any other recognized country; or
- 3. any powered Aircraft having a valid and current NC or N Standard Airworthiness Certificate issued by the Civil Aeronautics Administration of the United States, or its successor, or any similar certificate issued by the jurisdictional agency or authority of any other recognized country, and piloted by a person who then holds a valid and current Certificate of Competency of a rating authorizing him to pilot such Aircraft.}

WAR RISK COVERAGE - We will pay the benefits described in the policy for an Accident which occurs to [an Insured] and which is caused by war or acts of war.

Exclusion Removal – For this Policy Hazard only General Exclusion [(2)(a)]is hereby deleted.

Area Covered - This coverage includes loss caused by or resulting from war or acts of war and will apply worldwide, except within the geographical limits of the United States of America, [Canada], its territories and possessions. {This coverage does not include an Insured's country of residence or permanent assignment, or any nation of which the Insured is a citizen, or any of the[following countries/countries shown on the Schedule of Benefits, and their territorial waters or airspace:

War Risk Excluded Countries: None]}

Total Limit of Liability - We will not pay more than the Maximum Benefit indicated on the Schedule of Benefits per Accident for the war risks covered under this Policy Hazard. This limit shall apply to injuries sustained by all [Insured's] from all acts of war in any consecutive [72 hour] period. If, but for this limitation, we would pay more than the Maximum Benefit, then the benefits we will pay to each [Insured] will be reduced in the same proportion, so that the total amount paid to all [Insured's], equals the Maximum Benefit.

Premiums and Coverage Subject to Change - The premiums, benefits, and area covered by this war risk coverage may be changed at any time by agreement between the [Policyholder] and us. This may be done as needed to reflect conditions which, in the opinion of the [Policyholder] or us, change the war risk exposure.

Termination - The [Policyholder] may cancel this war risk coverage at any time by sending written notice to us at our home office. This coverage will be canceled when we receive the [Policyholder]'s notice, or later if so specified. We may cancel this coverage at any time by sending at least [10 days'] written notice to the [Policyholder]'s most recent address in our records. We will promptly return any unearned premium that has been paid. Change or termination of this coverage will not affect a claim which begins while this coverage is in force.}

Annual Audit – The Policyholder will furnish the data stated below for each Insured who travels away from his/her country of residence or place of regular employment and enters the geographical limits, territorial waters, or airspace of a country identified on the audit form as a war risk country:

- 1. the Name of the Insured;
- 2. the Country or Countries traveled to by each Insured;
- 3. the Class and Principal Sum applicable to each Insured:
- 4. the date of departure and the date of return or the duration of each trip for each Insured.

Such data shall be furnished annually in arrears on the anniversary date of the policy and each 12 months thereafter, or as frequently as deemed necessary by the Company.}

{BOMB SCARE/BOMB EXPLOSION COVERAGE - We will pay the benefits described in the policy for a Loss to an Insured caused by or which results from a:

- 1. Bomb Scare:
- 2. Bomb search; or
- 3. Bomb Explosion.

Such Loss must occur on the premises of the [Policyholder].

Additional Definitions - Wherever used in this coverage:

"Bomb" means any real or dummy explosive device placed with the intent to cause injury, damage or scare.

"Scare" means any real or false report of the presence of a Bomb on the premises of the [Policyholder].

"Explosion" means any Explosion of a Bomb on the [Policyholder's] premises whether or not the presence of the Bomb was reported in advance.}

(POLICY HAZARD LIMITATIONS

Aircraft Restrictions - If the Accident happens while [an Insured] is riding in, or getting on or off of, an Aircraft, we will pay benefits, but only if:

- 1. [the Insured] is riding as a passenger [only, and not] as a pilot or member of the crew; and
- 2. the Aircraft has a valid certificate of airworthiness; and
- 3. the Aircraft is flown by a pilot with a valid license; and
- 4. the Aircraft is not being used for (i) crop dusting, spraying, or seeding; fire fighting; sky writing; sky diving or hang gliding; pipeline or power line inspection; aerial photography or exploration; racing, endurance tests, stunt or acrobatic flying; or (ii) any operation which requires a special permit from the FAA, even if it is granted (this does not apply if the permit is required only because of the territory flown over or landed on){, and
- 5. the Aircraft is a commercial, non-military Aircraft \{, or
- 6. the [Insured] is acting under official order of the U.S Armed Forces as a passenger, pilot or crew member on any Aircraft, except during duty in an area where Injury results in loss from insurrection, mutiny or disorder}.

Owned Aircraft Not Covered - We will not pay benefits for an Accident that occurs while riding in or getting off of any Owned, Leased, Operated or Controlled Aircraft.}

DESCRIPTION OF BENEFITS

(Applies to Classes as Shown on the Schedule of Benefits)

ACCIDENTAL DEATH, [DISMEMBERMENT, LOSS OF SIGHT, SPEECH AND HEARING, LOSS OF USE OR PARALYSIS] BENEFIT

If{, within [one year] from the date of an Accident covered by a Policy Hazard,} Injury from such Accident results in a Loss as listed below, we will pay the benefit set opposite the Loss. {If the [Insured] sustains more than one such Loss as the result of one Accident, we will pay only the largest Benefit Amount to which the [Insured] is entitled. This amount will not exceed the Principal Sum, as indicated on the Schedule of Benefits applicable to the [Insured].}{If the [Insured] sustains more than one such Loss as a result of one Accident, the total Benefit Amount payable shall not exceed the Principal Sum as indicated on the Schedule of Benefits applicable to the [Insured].}

Loss	Benefit Amount
[Loss of Life	The Principal Sum
Loss of Both Hands	The Principal Sum
Loss of Both Feet	The Principal Sum
Loss of Entire Sight of Both Eyes	The Principal Sum
Loss of One Hand and One Foot	The Principal Sum
Loss of One Hand and Entire Sight of One Eye	The Principal Sum
Loss of One Foot and Entire Sight of One Eye	The Principal Sum
Loss of Use of One Arm and One Leg	The Principal Sum
Loss of Use of Both Legs	The Principal Sum
Quadriplegia (total Paralysis of both upper and lower limbs)	The Principal Sum
Paraplegia (total Paralysis of both lower limbs)	One Half the Principal Sum
Loss of One Hand	One Half the Principal Sum
Loss of One Foot	One Half the Principal Sum
Loss of Entire Sight of One Eye	One Half the Principal Sum
Loss of Speech	One Half the Principal Sum
Loss of Hearing (both ears)	One Half the Principal Sum
Hemiplegia (total Paralysis of upper and lower limbs on one side of body)	One Half the Principal Sum
Loss of Hearing (One Ear)	One-Quarter the Principal Sum
Loss of Thumb and Index Finger of the Same Hand	One Quarter the Principal Sum]

{The Principal Sum applicable to [Insureds] of the [Policyholder] shall be the percentage shown in the [Schedule of Benefits/following schedule:

AGE AT DATE OF LOSS % OF PRINCIPAL SUM Less than 75 100%
Age 75 or more but less than [80] 50%
Age 80 or more 25%]}

Additional Definitions - Wherever used in this benefit:

{Loss of a hand or foot means complete Severance through or above the wrist or ankle joint [or with regard to use of arm or use of leg, the entire and irrecoverable loss of use of arm or leg]. Loss of sight means the total, permanent loss of sight of the eye. The loss of sight must be unrecoverable by natural, surgical or artificial means. Loss of a thumb and index finger means complete Severance through or above the metacarpophalangeal joints (the joints between the fingers and the hand).}

{Loss of Use means a Doctor must certify that such Loss is entire and irrecoverable [for at least 12 consecutive months].}

{Severance means the complete separation and dismemberment of the part from the body.}

{Paralysis means Loss of Use, without Severance, of a limb. This loss must be determined by a Doctor to be complete and not reversible.}

Exposure to the Elements and Disappearance - Subject to all other terms and conditions of the policy, we will pay the applicable benefit under this Benefit for an Insured's loss specified therein, which results from exposure to the elements [due to the forced landing, sinking, or wrecking of a vehicle in which the Insured was traveling, provided such incident occurs from an Accident covered by a Policy Hazard].

For purposes of this provision, an Insured will be presumed to have died if:

- 1. a conveyance in which the Insured is traveling disappears; sinks; or is wrecked; as a result of an Accident covered by a Policy Hazard; and
- 2. the Insured's body is not found within one year of the occurrence of the Accident.}

(INCREASED DISMEMBERMENT BENEFIT FOR CHILDREN

If{, within [one year] from the date of an Accident covered by a Policy Hazard,} Injury to Covered Dependent child from such Accident results in a Loss as listed below, we will pay the benefit set opposite the Loss. The Principal Sum for this benefit is indicated on the Schedule of Benefit and is paid in addition to any benefits paid under the Accidental Death, [Dismemberment, Loss Of Sight, Speech And Hearing, Loss Of Use Or Paralysis] Benefit for the same loss. {If the Covered Dependent child sustains more than one such Loss as the result of one Accident, we will pay only the largest Benefit Amount to which the Covered Dependent child is entitled. This amount will not exceed the Principal Sum applicable to the Covered Dependent child.} {If the Covered Dependent child sustains more than one such Loss as a result of one Accident, the total Benefit Amount payable shall not exceed the Principal Sum as indicated on the Schedule of Benefits applicable to the [Insured].}

Loss	Benefit Amount
[Loss of Both Hands	The Principal Sum
Loss of Both Feet	The Principal Sum
Loss of Entire Sight of Both Eyes	The Principal Sum
Loss of One Hand and One Foot	The Principal Sum
Loss of One Hand and Entire Sight of One Eye	The Principal Sum
Loss of One Foot and Entire Sight of One Eye	The Principal Sum
Loss of Use of One Arm and One Leg	The Principal Sum
Loss of Use of Both Legs	The Principal Sum
Quadriplegia (total Paralysis of both upper and lower limbs)	The Principal Sum
Paraplegia (total Paralysis of both lower limbs)	One Half the Principal Sum
Loss of One Hand	One Half the Principal Sum
Loss of One Foot	One Half the Principal Sum
Loss of Entire Sight of One Eye	One Half the Principal Sum
Loss of Speech	One Half the Principal Sum
Loss of Hearing (both ears)	One Half the Principal Sum
Hemiplegia (total Paralysis of upper and lower limbs on one side of body)	One Half the Principal Sum
Loss of Hearing (One Ear)	One-Quarter the Principal Sum
Loss of Thumb and Index Finger of the Same Hand	One Quarter the Principal Sum]

(This Benefit is subject to the following:

- 1. If the Covered Dependent child dies within 90 days of the same Accident due to Injuries sustained in the Accident, the total benefits payable will not exceed the Principal Sum.
- 2. In no event will the benefit payable for such Loss under all benefits of the Policy exceed the maximum benefit indicated on the Schedule of Benefits.}

Additional Definitions - Wherever used in this benefit:

{Loss of a hand or foot means complete Severance through or above the wrist or ankle joint [or with regard to the use of arm or use of leg, the entire and irrecoverable loss of use of arm or leg]. Loss of sight means the total, permanent loss of sight of the eye. The loss of sight must be unrecoverable by natural, surgical or artificial means. Loss of a thumb and index finger means complete Severance through or above the metacarpophalangeal joints (the joints between the fingers and the hand).}

{Loss of Use means a Doctor must certify that such Loss is entire and irrecoverable [for at least 12 months].}

{Severance means the complete separation and dismemberment of the part from the body.}

{Paralysis means loss of use, without Severance, of a limb. This loss must be determined by a Doctor to be complete and not reversible.}

(SPECIFIED ACCIDENTAL INJURY BENEFITS

We will pay the benefit set opposite the Loss resulting from an accident covered by a Policy Hazard, subject to the following:

- 1. The [Insured] sustains the specified accidental injury while the policy is in force.
- 2. The Loss occurs within [90 days] after the injury was sustained. However, if the Loss is a burn, treatment must occur within [72 hours].
- 3. The injury, directly and independently of all other causes results in the [Insured's] Loss.

Loss Fronturos	Benefit Amount
Fractures [Hip Thigh Vertebrae Pelvis Skull Leg Foot Ankle Kneecap Arm Hand Lower Jaw	The Principal Sum One Half the Principal Sum
Dislocations [Hip Knee Shoulder Foot Ankle Lower Jaw Wrist Elbow	The Principal Sum The Principal Sum The Principal Sum One Half the Principal Sum
Burns 2nd degree over 25% of the body or 3rd degree covering at least 9 square inches of the body	The Principal Sum]

Additional Definitions - Wherever used in this benefit:

Loss means (1) with regards to dislocation the displacement of any part especially the temporary displacement of a bone from its normal position in a joint; and (2) with regard to burns, tissue injury resulting from excessive exposure to thermal, chemical, electrical or radioactive agents.}

(PERMANENT TOTAL DISABILITY BENEFIT

We will pay the Permanent Total Disability Benefit indicated on the Schedule of Benefits, on a [weekly/monthly] basis, if the [Insured]:

- 1. is injured in an Accident covered by a Policy Hazard;
- 2. becomes Totally Disabled as a direct result, and from no other cause, within [30] days of the Accident;

- 3. continues to be Totally Disabled for [12] consecutive months;
- 4. is then Permanently Totally Disabled{; and
- 5. is less than age [70] at the time of the Accident.}

The Permanent Total Disability Benefit will be reduced by the amount we have paid under the Accidental Death, [Dismemberment, Loss Of Sight, Speech And Hearing, Loss Of Use Or Paralysis] Benefit for loss by the [Insured] from the same Accident. In the event the Insured dies while Total and Permanent Disability Payments are being made the Accidental Death, [Dismemberment, Loss Of Sight, Speech And Hearing, Loss Of Use Or Paralysis] Benefit Principal Sum will be reduced by the amount we have paid under the Permanent Total Disability Benefit.

(Monthly benefits begin with the [13th] month, after the [Insured] has been Totally Disabled for [12] months, and will be paid until the earliest of:

- 1. the death of the [Insured];
- 2. the date the [Insured] ceases to be Permanently Totally Disabled; or
- 3. the total of all benefits paid or payable exceed the Accidental Death, [Dismemberment, Loss Of Sight, Speech And Hearing, Loss Of Use Or Paralysis] Benefit Principal Sum. If death occurs while benefit payments are being made, we will pay an amount equal to the balance of the Accidental Death, [Dismemberment, Loss Of Sight, Speech And Hearing, Loss Of Use Or Paralysis] Benefit Principal Sum.}

Additional Definitions - Wherever used in this benefit:

Totally Disabled means the [Insured] is unable to perform all the substantial and material duties of his or her occupation.

Permanently Totally Disabled means the [Insured] is:

- 1. unable to perform any work for which the [Insured] is, or may become, qualified by reason of education, training or experience;
- 2. this inability is expected to continue for the balance of the [Insured's] lifetime; and
- 3. items 1. and 2. are certified by a Doctor.}

FELONIOUS ASSAULT BENEFIT - We will pay the Felonious Assault Benefit indicated on the Schedule of Benefits if the [Insured] [incurs a loss payable under Benefit A while]{:

- 1. on business for the [Policyholder]}{; or
- 2. on the [Policyholder]'s premises;}

and such loss is as a direct result of:

- 1. robbery or an attempt thereat;
- 2. kidnapping during a robbery; or
- 3. Felonious Assault inflicted by a person other than a [fellow employee or] member of the Insured's family or household.}

{SEATBELT {AND AIR BAG} BENEFIT - We will pay the Seatbelt Benefit indicated on the Schedule of Benefits if the [Insured's] death results from an Accident covered by a Policy Hazard and such Accident occurs while driving or riding in a Private Passenger Automobile equipped with seatbelts, and:

- 1. the seatbelt was in actual use and properly fastened at the time of the Accident; and
- 2. the use or position of the seatbelt is certified:
 - a. in the official report of the Accident; or
 - b. by the investigating officer.

However, if such certification is not available and it is unclear if the [Insured] was properly wearing a seatbelt, we will pay the Minimum Seatbelt Benefit, as indicated on the Schedule of Benefits. {In the case of a minor child, seatbelt means a child restraint device if appropriate to the child's age, approved by the National

Highway Traffic Safety Administration, which is secured and being used as recommended by its manufacturer for children of like age and weight, at the time of the Accident.}

{We will pay the additional Air Bag Benefit, indicated on the Schedule of Benefits if [the Insured's] death occurred in a vehicle equipped with a factory installed air bag. [The Insured] must have been wearing the seat belt when the air bag inflates. In addition, the police report concerning the Accident must establish that the air bag inflated properly upon impact. No benefit will be paid due to a defect in the diagnostic system causing the air bag to inflate.}

Exclusions – In addition to the General Exclusions, for this benefit only, no Seatbelt {or Air Bag} Benefit will be paid for an Accident which occurs while the [Insured] is:

- 1. participating in a race, speed or endurance test;
- 2. not wearing a seatbelt for any reason; or
- 3. sharing a seatbelt.}

{COMMON CARRIER BENEFIT - We will pay the Common Carrier Benefit indicated on the Schedule of Benefits, if the [Insured incurs a loss payable under the Accidental Death, [Dismemberment, Loss Of Sight, Speech And Hearing, Loss Of Use Or Paralysis] Benefit], which occurs while riding as a passenger in {or being struck by} a Common Carrier {or in or at an airport, rail station or bus stop}. Riding includes getting into and out of the Common Carrier.

Additional Definition - Wherever used in this benefit:

"Common Carrier" means:

- 1. a public conveyance (including Aircraft) which is licensed for hire to carry fare-paying passengers {; or
- 2. a transport Aircraft operated by the Air Mobility Command (AMC) or a similar air transport service of another country}.}

{COMMON ACCIDENT BENEFIT - We will increase the Insured Dependent Spouses Accidental Death, [Dismemberment, Loss Of Sight, Speech And Hearing, Loss Of Use Or Paralysis] Benefit to a total of 100% of the [Insured's] Principal Sum as indicated on the Schedule of Benefits, subject to a maximum of [\$250,000], if:

- 1. Loss of Life benefits are payable for both the [Insured] and his Insured Dependent Spouse under this policy; and
- 2. Coverage for the Insured Dependent Spouse is in force on the date of the accident; and
 - a. Both the [Insured] and the Insured Dependent Spouse die within [one year] as the result of injuries sustained in the Common Accident; or
 - b. The [Insured] and the Insured Dependent Spouse die as the result of injuries sustained in separate accidents which occur within [90 days] of each other; and
 - c. Are survived by a minor child.

<u>Additional Definition</u> - Wherever used in this benefit:

"Common Accident" means an Accident, or separate Accidents that occur within the same 24 hours, and is covered by a Policy Hazard.}

{ EDUCATION BENEFIT - We will pay the Education Benefit indicated on the Schedule of Benefits for a Child of [the Insured] if:

- 1. the [Insured] dies as a result of an Accident covered by a Policy Hazard;
- 2. the [Insured] is survived by a Covered Dependent Child; and
- 3. such Child {before reaching age [25]}:
 - a. [enrolls] as a full-time student in an accredited school beyond the 12th grade level; [or]

- b. {was enrolled at the 12th grade level on the date of the Accident and enrolls within [one] year of the Accident as a full-time student in an accredited school beyond the 12th grade level; and continues his or her education.}
- {c.} {incurs expense for: tuition; room and board; transportation and any other expenses payable to, or approved and certified by, the school {, and
- 4. such Child is a Covered Dependent child on the date of the injury.}

Payment will be made to the Child (or such Child's legal guardian) on an annual basis while the Child continues as a full-time student at any school beyond the 12th grade level, for [4] consecutive years.}

{SPOUSE RETRAINING BENEFIT - We will pay the Spouse Retraining Benefit indicated on the Schedule of Benefits if:

- 1. the Insured dies as a result of an Accident covered by a Policy Hazard;
- 2. the Insured is survived by a legal spouse; and
- 3. such spouse:
 - {a. is a Covered Person at the time of the Accident;}
 - b. enrolls within one year of the Insured's death, in an accredited school;
 - c. enrolls for the purpose of training or refreshing skills for employment; and
 - d. incurs expenses from such school.

The Spouse Retraining Benefit is payment of the expenses actually incurred for training or refreshing skills for employment within [36] months of the first training or refresher course session. In no event will benefits for spouse retraining exceed the maximum benefit indicated on the Schedule of Benefits.}

(SPOUSE CRITICAL PERIOD BENEFIT - We will pay the Spouse Critical Period Benefit indicated on the Schedule of Benefits to the surviving spouse of the Insured if:

- 1. the Insured dies as a result of an Accident covered by a Policy Hazard; and
- 2. coverage is in effect for the Insured on the date of the Accident; {, and
- 3. the souse is a Covered Person on the date of the Accident.}}

HOSPITAL CONFINEMENT BENEFIT - We will pay the Hospital Confinement Benefit indicated on the Schedule of Benefits if [an Insured] is confined to a Hospital as an Inpatient:

- 1. due to Injury which results from an Accident covered by a Policy Hazard;
- 2. at the direction and under the care of a Doctor;
- 3. within 30 days of the Accident; and
- 4. while coverage is in effect.

The Hospital Confinement Benefit will be paid for each month of continuous Hospital confinement after the Waiting Period up to the Maximum Benefit Period. Pro rata payments will be made for confinements of less than one month, but will not be less than the minimum daily benefit indicated on the Schedule of Benefits. Waiting Period is defined as the number of overnight stays the [Insured] spends in the hospital before benefits are payable.

{After the [Insured] has been Hospital confined for the Waiting Period, benefits will be retroactive to the [first] day of such confinement.} {Benefits are not paid for the Waiting Period.}

Separate Hospital confinements due to Injuries from the same Accident will be treated as one Hospital confinement, unless separated by at least [6 months].}

{ACCIDENT MEDICAL{/DENTAL} EXPENSE BENEFITS

When Benefits are Payable: We will pay benefits for those Covered Expenses incurred by [an Insured] for Injury sustained due to an Accident covered by a Policy Hazard and while insured under the policy, provided the first such Covered Expense is incurred within [90 days] after the date of the Accident.

{Covered Expenses must be incurred within [52 weeks] after the date of the Accident. A Covered Expense will be deemed to have been incurred when the service or Treatment to which it relates is provided.

Amount of Benefits Payable: The amount of the benefit payable will be the eligible Covered Expenses incurred in excess of the Deductible Amount (if any) as indicated on the Schedule of Benefits, subject to:

- 1. any Benefit Percentage amount applicable to such Covered Expense.
- 2. any maximum amount payable for a specific Covered Expense; and
- 3. any Benefit Maximum amount payable for all such Covered Expenses.

These amounts, if applicable, are as indicated on the Schedule of Benefits.

Payment of this benefit is subject to all other terms and conditions of the policy.

(Co-Payment Provision: If Co-payment charges are indicated on the Schedule of Benefits they apply to specified Covered Expenses incurred for Treatment and services resulting from a covered Injury.

{Excess Provision: Our liability for benefits due to Covered Expenses incurred for Treatments and services resulting from a covered Injury will be limited to that part of the Expense, if any, which is in excess of the total benefits payable for the same loss, on a provision of service basis or on an expense incurred basis under any other collectible policy or service contract.

Covered Expenses: Covered Expenses will be limited to the Usual, Customary and Reasonable Charges incurred by the Covered Person for Medically Necessary care and Treatment. Covered Expenses include:

- {Hospital Room and Board Expenses: the daily room rate when Hospital Confined and general nursing care is provided and charged for by the Hospital. In computing the number of days payable under this benefit, the date of admission will be counted but not the date of discharge.}
- 2. {Ancillary Hospital Expenses: services and supplies including operating room, laboratory tests, anesthesia and medicines (excluding take home drugs) when Hospital Confined.}
- 3. {Daily [Intensive Care Unit/Cardiac Care] Unit Expenses: the daily room rate when Hospital Confined in a bed in the [Intensive Care Unit/Cardiac Care] Unit and nursing services other than private duty nursing services.]
- 4. {Registered Nurse Services Expenses for private duty nursing while Hospital Confined; these services must be ordered by a Doctor and a Medical Necessity.}
- 5. {Medical Emergency Care (room and supplies) Expenses: incurred within 72 hours of a Covered Accident and including the attending Doctor's charges, X-rays, laboratory procedures, use of the emergency room and supplies.}
- 6. {Ambulatory Surgical Center Expenses on account of outpatient surgery.}
- 7. {Outpatient Surgical Room and Supply Expenses for use of the surgical facility.}
- 8. {Outpatient diagnostic X-rays, laboratory procedures and tests Expenses.}
- 9. {Doctor Non-Surgical Treatment/Examination Expenses (excluding medicines) including the Doctor's initial visit, each necessary follow-up visit and consultation visits when referred by the attending Doctor.}
- 10. {Doctor's Surgical Expenses {Payment for surgery will be made based upon the surgical schedule as specified in the Schedule of Benefits.}. [If an Injury requires multiple surgical procedures through the same incision, We will pay only one benefit, the largest of the procedures performed. If multiple surgical procedures are performed during the same operative session but through different incisions, We will pay as shown in the Schedule of Benefits for the most expensive procedure and 50% of Covered Expenses for the additional surgeries.]}
- 11. {Assistant Surgeon Expenses when Medically Necessary}
- 12. {Anesthesiologist Expenses for pre-operative screening and administration of anesthesia during a surgical procedure whether on an Inpatient or outpatient basis.}
- 13. {Outpatient Laboratory Test Expenses}
- 14. {Physiotherapy Expenses on an Inpatient or outpatient basis and are limited as shown in the Schedule of Benefits; Expenses include treatment and office visits connected with such treatment when prescribed by a Doctor, including diathermy, ultrasonic, whirlpool, or heat

- treatments, adjustments, manipulation, massage or any form of physical therapy.)
- 15. {Post Surgical Physical Medicine Expenses and office visits connected with such treatment when prescribed by a Doctor.}
- 16. {X-ray Expenses (including reading charges) but not for dental X-rays}
- {Diagnostic Imaging Expenses: including Magnetic Resonance Imaging (MRI) and CAT Scan.}
- 18. {Dental Expenses including dental x-rays for the repair or treatment of each injured tooth that is whole, sound and a natural tooth at the time of the Accident.}
- 19. {Dental Expenses related to the installation of crowns, caps, bridges and dentures; oral surgery and endodontics; and repair or replacement of caps and crowns that existed prior to the Accident covered by a Policy Hazard.}
- 20. {Outpatient Registered Nurse Services if ordered by a Doctor.}
- 21. {Ambulance Expenses for transportation from the emergency site to the Hospital.}
- 22. {Rehabilitative braces or appliances prescribed by a Doctor. It must be durable medical equipment that 1) is primarily and customarily used to serve a medical purpose; 2) can withstand repeated use; and 3) generally is not useful to a person in the absence of Injury. No benefits will be paid for rental charges in excess of the purchase price.}
- 23. {Prescription Drug Expenses (for injuries only) prescribed by a Doctor and administered on an outpatient basis.}
- 24. {Medical Equipment Rental Expenses for a wheelchair or other medical equipment that has therapeutic value. We will not cover computers, motor vehicles or modifications to a motor vehicle, ramps and installation costs, eyeglasses and hearing aids.}
- 25. {Medical Services and Supplies: expenses for blood and blood transfusions; oxygen and its administration.}
- 26. {Eyeglasses, contact lenses and hearing aids when damage occurs in an Accident covered by a Policy Hazard that requires medical treatment.}
- 27. {Artificial limbs, eyes and larynx for initial acquisition and fitting. We will not pay for repair or replacement of artificial limbs, eyes or larynx.}
- 28. {Temporomandibular Joint / Craniomandibular Disorders: expenses for surgical and non-surgical services including diagnostic and therapeutic procedures by a Doctor or dentist for treatment of a disorder caused by an Accident covered by a Policy Hazard. We will not pay for orthodontic braces, crowns, bridges, dentures, treatment of periodontal disease, dental root form implants or root canals.}
- 29. {Heart and Circulatory Conditions: expenses for treatment of a) heat exhaustion; b) heart attack; c) stroke; and d) burst aneurysm if the condition occurs during a Sponsored Activity.}
- 30. {Mental and Nervous Disorders / Psychotherapy Expenses: expenses for treatment of a disorder that results directly and independently of all other causes from an Accident covered by a Policy Hazard, while Hospital Confined or on an outpatient basis. Benefits are limited to one treatment per day. "Mental and Nervous Disorders" means Neurosis, psychoneurosis, psychopathy, psychosis, or mental or emotional disease or disorder of any kind. }
- 31. {Rehabilitation Care Facility Expenses for physical and occupational rehabilitation. Treatment must be provided in a duly licensed Rehabilitation Facility and be under the direction of a Doctor. "Rehabilitation Facility" means either of the following facilities providing physical therapy, occupational therapy or speech therapy pursuant to the law of the jurisdiction in which the treatment is received.
 - a. A Hospital or a special unit of a Hospital designated as a Rehabilitation Facility; orb. A free-standing facility.}
- 32. {Extended Care Facility Expenses for confinement if it begins within [5 straight days] after a Covered Person is Hospital Confined as a result of an Accident covered by a Policy Hazard. We will pay for treatment if a Doctor visits the Covered Person at least once every [30 days] and certifies the confinement is Medically Necessary.}
- 33. {Expanded Medical Benefit for Sports Conditions: for treatment of a) bursitis, b) sprains, c) hernia, d) strains, e) muscle tears, f) tendinitis, and g) repetitive motion injuries if these conditions are aggravated by participation in a Sponsored Activity.}
- 34. {Home Health Care Expenses for care and treatment including: a) part-time nursing care by or supervised by a registered graduate nurse; b) part-time home health aid services; c) physical, speech and occupational therapies when ordered by an attending Doctor and approved by Us; d) nutritional counseling; e) medial social services by a qualified social worker. Home Health care must begin within [5 straight days] after discharge from a Hospital

[or Rehabilitation Care Facility. "Rehabilitation Care Facility" means either of the following facilities providing physical therapy, occupational therapy or speech therapy pursuant to the law of the jurisdiction in which the treatment is received.

- A Hosptial or special unit of a Hospital designated as a Rehabilitation Facility, or
 A free-standing facility.].}
- 35. {Extended Treatment Expenses: for services that for medical reasons could not be performed during the Benefit Period including a) surgery to remove pins, screws or other surgically implanted devices used to repair body parts or broken bones or joints; or b) treatment to repair disfigurement. We must receive notice of the deferred treatment and the estimated cost signed by a Doctor within 31 days after the Benefit Period ends for expenses to be covered.}
- 36. {Expenses due to an aggravation or re-injury of a prior injury resulting from an Accident covered by a Policy Hazard.}

In addition to the General Exclusions, Accident Medical {/ Dental} Expense Benefits are not payable under the policy for any of the following or loss that results therefrom:

- {1. Dental care or Treatment other than care of sound, natural teeth and gums required due to an Injury resulting from an Accident while the Covered Person is insured under the Policy, and rendered within [12 months] of the Accident.
- {2. War or any act of war, declared or undeclared; or while serving in the armed forces of any country (a pro-rata premium will be refunded for such period of service). }
- {3. Participation in a riot or civil disorder; fighting or brawling, except in self-defense; commission of or attempt to commit a felony.
- {4. Suicide, attempted suicide or intentionally self-inflicted Injury while sane or insane. }
- {5. Injury or death contributed to by the use of drugs or alcohol, unless administered by a Doctor.}
- (6. Operating any vehicle while under the influence of alcohol or without being properly licensed and insured to do so. }
- {7. Participation in, practice for, or orthopedic equipment and appliances used for; [intercollegiate tackle football; intercollegiate sports; semi-professional sports; or professional sports], (except as specified in the Coverage Descriptions).
- {8. Expenses greater than [\$5,000] for treatment of Injuries sustained by reason of participation in or, practice for; [intercollegiate tackle football; intercollegiate sports; semi-professional sports; or professional sports].}
- {9. Skydiving, parachuting, hang gliding, glider flying, parasailing, sail planing, bungee jumping, [or flight in any type of Aircraft, except while riding as a fare-paying passenger on a regularly-scheduled airline].}
- {10. Treatment, services or supplies provided by a Hospital or facility owned or run by the United States Government, unless a charge is made for such services in the absence of insurance; or in a Hospital which does not unconditionally require payment. }
- {11. Injury covered by Worker's Compensation or Employer's Liability Laws, or by any coverage provided or required by law (including, but not limited to group, group type, and individual automobile "No-Fault" coverage).
- {12. Charges used to meet any deductible, or in excess of the coinsurance level, or in excess of those considered Usual, Customary, and Reasonable Charges. }
- {13. Treatment or services provided by any member of the Covered Person's immediate family; or for which no charge is normally made. }
- {14. Treatment, services or supplies provided or paid for by any governmental program or law, except Medicaid. }
- {15. Expenses greater than [\$5,000] for treatment of Injuries sustained by reason of a covered motor vehicle accident. }
- {16. Acupuncture.
- {17. Outpatient treatment for Physiotherapy, except for a condition that required surgery or Hospital confinement within 30 days immediately preceding such Physiotherapy or within 30 days of the Doctor's release for rehabilitation from such Hospital.
- {18. Injury sustained as a result of riding in or on a two or three-wheeled motor vehicle, or riding in or on a snowmobile. }
- {19. Outpatient Prescription Drugs. }

{20. Supplies, except as otherwise provided in the Policy. }

Additional Definitions - Wherever used in this benefit:

"Medically Necessary" or "Medical Necessity" means the services or supplies provided by a Hospital, Doctor, or other provider that are required to identify or treat an Injury and which are: (1) consistent with the symptom or diagnosis and Treatment of the Injury; (2) appropriate with regard to standards of good medical practice; (3) not solely for the convenience of the Covered Person; (4) the most appropriate supply or level of service which can be safely provided. When applied to the care of an Inpatient, it further means that the Covered Person's medical symptoms or condition requires that the services cannot be safely provided as an Outpatient.

"Treatment" means a specific in-office or Hospital physical examination of, or care rendered to, the Covered Person.

"Usual, Customary, and Reasonable Charges" - "Usual" means those charges made by a provider for services and supplies rendered to all patients for the same or similar Injury; "Customary" means those charges made by the majority of providers in the area for the same or similar services or supplies. "Reasonable" means those charges that do not exceed the majority of prevailing fees in the area for the same or similar services or supplies. Area means a county or larger geographically significant area as determined by the Company.}

(CHILD CARE BENEFIT - We will pay the Child Care Benefit indicated on the Schedule of Benefits for [each Child] of [the Insured] if:

- 1. the [Insured] dies as a result of an Accident covered by a Policy Hazard;
- 2. the [Insured] is survived by a Child who is less than age [13]; and
- 3. such Child:
 - a. is enrolled for child care with a Child Care Provider; or
 - b. has been enrolled for child care with a Child Care Provider and will be receiving child care within [365 days] after the date of the [Insured's] death,{and,
- 4. coverage for the Insured's Dependents is in force on the date of the Accident.}

Benefits are payable for up to five consecutive 12 month periods or until the date that the child attains age [13], whichever occurs first.

Payment will be made to the surviving legal spouse who has custody of the Child. If there is no surviving spouse or the Child does not live with the spouse, benefits will be paid to the Child's legal guardian. Benefit payments will be made at the end of each [12 month] period, based on documented expenses. A [12 month] period begins when the Child first enters child care with a Child Care Provider after the [Insured's] death or the first of the month following the [Insured's] death if at the time the Child was already receiving child care.

Proof of enrollment with a Child Care Provider satisfactory to us for [each Child] includes, but will not be limited to, the following:

- a copy of the Child's approved enrollment application for child care from a Child Care Provider:
- 2. evidence of payment to a Child Care Provider;
- 3. a letter from the Child Care Provider stating that the Child:
 - a. is attending child care; or
 - b. has been enrolled for child care and will be attending within [365 days] of the date of the [Insureds] death.

Proof of enrollment must be sent to us prior to the last day of the [12th month following the date of death.]

{We will pay {the Minimum Amount for} the Child Care Benefit indicated on the Schedule of Benefits in accordance with the Claims provision for payment of benefits for Loss of life if:

- 1. a Loss of Life Benefit is payable because of the [Insured's] death; and
- 2. no person qualifies as a Child eligible for the Child Care Benefit. }

Additional Definitions - Wherever used in this benefit:

{"Child" means the [Insured's] {unmarried} child, stepchild, legally adopted child, child in the process of adoption or foster child who resides with and is primarily dependent on [the Insured for financial support and maintenance] {and otherwise eligible children who are born or brought into a civil union that has been established according to applicable law} }.

"Child Care Provider" means a facility that or an individual who provides a program of child care that:

- 1. is operated in a private home, school or other facility; and
- 2. makes a charge for the care of children; and
- 3. holds a valid license as a child care center or is operated by an individual who holds a valid license to provide child care, if such licensing is required by the state or jurisdiction in which it is located; or
- 4. if licensing is not required, provides child care on a daily basis for 12 months a year.}

COMA BENEFIT - We will pay the Coma Benefit indicated on the Schedule of Benefits if, as a result of an Accident covered by a Policy Hazard, [an Insured's] Injury results in a Coma. The [Insured] must become Comatose within [31 days] of the Accident.

Benefits payments will begin after the [Insured] has been comatose for [31 days] and will be paid until the earliest of the end of the:

- 1. month in which the [Insured] dies;
- 2. [11th] month for which this benefit is payable;
- 3. month in which the [Insured] recovers from the Coma.

{If Coma Benefits are payable, benefits will not be payable under the Permanent Total Disability Benefit in the Policy.}

The Coma Benefit will be reduced by the amount we have paid under the Accidental Death, [Dismemberment, Loss Of Sight, Speech And Hearing, Loss Of Use Or Paralysis] Benefit for loss by the [Insured] from the same Accident. In the event the [Insured] dies while Coma Benefit payments are being made the Principal Sum will be {further} reduced by the amount we have paid under the Coma Benefit.

{If the [the Insured]:

- 1. dies from {any cause} {or as a result of the covered Accident} while this Coma Benefit is payable {; or
- 2. remains Comatose after this Coma Benefit is payable for [11] straight months},

we will pay the lump sum benefit indicated on the Schedule of Benefits reduced by the amount of any benefit under the Accidental Death, [Dismemberment, Loss Of Sight, Speech And Hearing, Loss Of Use Or Paralysis] Benefit which was paid to the [Insured] for the loss caused by the covered Accident. In the event the lump sum benefit is paid, no further benefit will be paid under the Policy under the Accidental Death, [Dismemberment, Loss Of Sight, Speech And Hearing, Loss Of Use Or Paralysis] Benefit .}}

Additional Definition - Wherever used in this benefit:

A person is considered "Comatose" or in a "Coma" if such person as the result of a covered accident, is in a profound state of unconsciousness, from which one can not be aroused and is unable to respond to external or internal stimuli, as verified by a Doctor.

{CONTINUATION OF MEDICAL COVERAGE BENEFIT - We will pay the Continuation of Medical Coverage Benefit indicated on the Schedule of Benefits if the Insured's death results from an Accident covered by a Policy Hazard, and the Insured's Eligible Dependents:

1. are Covered Dependents under this policy; and

2. elect to continue medical coverage in accordance with the Consolidated Omnibus Reconciliation Act of 1985, as then constituted and later amended (COBRA), or any other mandated state continuation law.

The amount of the additional benefit will be payable for a twelve (12) month period for which medical coverage premium was paid by the surviving [Covered Person].

The request for reimbursement and valid proof of claim must be received within 60 days after each 12 month period of continued medical coverage. The benefit will be paid annually to the surviving [Covered Person], and will be paid for [12 months], or the length of time the surviving [Covered Person] is covered under the COBRA or state mandated continuation of medical coverage, whichever is less.

Benefits will cease to be payable under this Continuation of Medical Coverage Benefit when:

- 1. the [Covered Persons] are no longer eligible for continuation of medical coverage; or
- 2. all benefits under this policy have been exhausted; or
- 3. proof, satisfactory to us, that continuation of medical coverage is in effect for the [Covered Persons] is not received.

Important Notice

This Benefit in no way guarantees any rights to continue coverage under the provisions of COBRA or any other mandated state continuation law. The [Policyholder] is responsible for providing full and complete notice of any continuation offer regarding medical coverage.

The availability of this Benefit does not mean that the [Covered Person] does not have to elect continuation of medical coverage through the [Policyholder]. This Benefit is not COBRA or any other mandated state continuation law continuation. }

(HIV OCCUPATIONAL ACCIDENT BENEFIT - If, as a direct result of an Injury as defined in this Benefit the Insured test HIV Positive, we will pay the lump sum HIV Occupational Accidental Benefit indicated on the Schedule of Benefits.

In order to receive this Benefit, the Insured must:

- 1. file with [the Policyholder], within [48 hours] of the accident, an incident report (notice of exposure), on a form satisfactory to the Administrator, which describes the nature of the exposure to HIV:
- 2. submit such incident report to the Administrator as soon as reasonably possible after the accident;
- not have previously tested positive for HIV, or if the Insured had previously tested positive for HIV, the Insured must have subsequently tested negative for HIV prior to the date of the accident;
- 4. submit to [the Policyholder], as soon as reasonably possible, proof that the Insured tested negative for HIV in a preliminary screening test, such as an ELISA or other appropriate Food and Drug Administration (FDA) approved test (other than saliva or urine testing) within [48 hours] of the Injury at an authorized laboratory other than the laboratory of [the Policyholder]; and
- 5. thereafter, test HIV Positive within [26 weeks] of the date of the Injury reported in item 1. above.

We must receive notification of HIV Positive test results as soon as reasonably possible. This Benefit will be paid in accordance with the policy's Claim Provisions after we receive proof of HIV test results as indicated in this Benefit.

Payment will not be made for any cost incurred for HIV tests or any related testing. In no event will we provide benefits for HIV, acquired immune deficiency syndrome (AIDS), AIDS related complex (ARC), or any complications arising there from, except as specifically provided in this Benefit.

Additional Definitions - Wherever used in this benefit:

"HIV" means human immunodeficiency virus.

"HIV Positive" means [the presence of HIV antibodies in the Insured's blood as substantiated through both a positive screening test enzyme-linked immunosorbent assay (ELISA), and a positive supplement test such as Western Blot. All such tests must be approved by the Food and Drug Administration (FDA) with the interpretation of positive results as specified by the manufacturer(s).]

"Injury" means an accidental:

- 1. cutaneous exposure through abraded skin;
- 2. percutaneous exposure; or
- 3. mucocutaneous exposure;

that occurs while the Insured is covered by this Benefit and Actively at Work.}

HOME ALTERATION AND VEHICLE MODIFICATION BENEFIT - We will pay the Home Alteration and Vehicle Modification Benefit indicated on the Schedule of Benefits if:

- 1. due to an Accident covered by a Policy Hazard, the [Insured] suffers a Loss, other than Loss of Life, for which a benefit is payable; and
- 2. such Injury subsequently requires the use of a wheelchair to be ambulatory.

Payment will be made for the expenses actually incurred within [180 days] from the date of the Accident for the one-time cost of:

- alterations to the [Insured's] principal residence to make it wheelchair accessible and habitable; and
- 2. modifications necessary to a motor vehicle utilized by the [Insured] to make the vehicle accessible or drivable for the [Insured];

provided:

- 1. home alterations are made by persons experienced and licensed in such alterations; and
- 2. vehicle modifications are carried out by persons who are members of the National Mobility Equipment Dealer's (NMEDA) Quality Assurance Program and registered with the National Highway Traffic Safety Administration (NHTSA).

In no event will benefits for home alteration and vehicle modification exceed the applicable maximum benefit indicated on the Schedule of Benefits.}

(CRITICAL BURN BENEFIT - We will pay the Critical Burn Benefit indicated on the Schedule of Benefits if, as a result of an Accident covered by a Policy Hazard, the [Insured] is Critically Burned and requires reconstructive or cosmetic surgery.

{In no event will the total of all benefits paid for any one Insured for any one Accident, under this benefit and the Accidental Death, [Dismemberment, Loss Of Sight, Speech And Hearing, Loss Of Use Or Paralysis] Benefit exceed that [Insured's] Principal Sum.}

Additional Definition - Wherever used in this benefit:

"Critically Burned" means 3rd degree burns over 25% of the body or permanent disfigurement to the point of requiring reconstructive or cosmetic surgery as certified by a Doctor. }

{BRAIN DAMAGE BENEFIT - We will pay the Brain Damage Benefit indicated on the Schedule of Benefits if, as a result of an Accident covered by a Policy Hazard, the [Insured] suffers Brain Damage. The Brain Damage must:

- 1. manifest itself within [30 days] of the Injury;
- 2. require hospitalization of at least [7 days] during the first [60 days] following the Accident; and
- 3. persist for [12 consecutive months] after the date of the Accident.

{In no event will the total of all benefits paid for any one [Insured] for any one accident, under this benefit and the Accidental Death, [Dismemberment, Loss Of Sight, Speech And Hearing, Loss Of Use Or Paralysis] Benefit exceed that [Insured's] Principal Sum.}

Additional Definition - Wherever used in this benefit:

"Brain Damage" means accidental cranial trauma resulting in permanent deterioration and/or loss in intellectual capacity as evidenced by a rating level [V] or below on the Rancho Los Amigos Cognitive Scale for a continuous period of at least [12 months] following the Injury as determined by a Doctor based on laboratory and clinical findings. }

THERAPEUTIC COUNSELING BENEFIT - We will pay the Therapeutic Counseling Benefit indicated on the Schedule of Benefits if, as a result of an Accident covered by a Policy Hazard, the [Insured] suffers a loss for which an Accidental Death, [Dismemberment, Loss Of Sight, Speech And Hearing, Loss Of Use Or Paralysis] Benefit is payable under this policy.

We will pay a benefit for Therapeutic Counseling for the [Insured] who suffered the loss and any Family Member. The counseling must be received within [365] days of the Loss.

Additional Definitions - Wherever used in this benefit:

"Therapeutic Counseling" means treatment or counseling provided by a licensed therapist or counselor registered or certified to provide psychological treatment or counseling. Such therapist or counselor cannot be any person who is related to the [Insured] or the [Insured's] spouse in any of the following ways: [spouse; parent (includes stepparent); brother or sister (includes stepbrother or stepsister); or child (includes legally adopted stepchild).]

"Family Member" means the [Covered Person] and any Eligible Dependents as applicable.

TRAVEL CARE BENEFITS

{Emergency Medical Evacuation Benefit - We will pay the Emergency Medical Evacuation Benefit if medical evacuation is required for the [Insured] due to Injury {or Sickness} while traveling [outside the Insured's country of domicile]. Benefits will be paid for the reasonable expenses incurred for medical evacuation, up to the benefit maximum indicated on the Schedule of Benefits.

Reasonable expenses include:

- 1. immediate transportation to the nearest Hospital able to provide treatment;
- 2. after treatment in a local Hospital, transportation to the [Insured's] home or a Hospital in the [Insured's] home country; and
- 3. medical services and supplies needed during the evacuation.

The evacuation must be ordered by a Doctor who certifies the severity of the condition warrants evacuation.

Transportation must be by the most direct and economical route which is medically appropriate.}

[Medical Disability Repatriation Benefit - We will pay the Medical Disability Repatriation Benefit for the expense of returning the [Insured] to his or her [country of domicile], if [the Insured] became Totally Disabled while traveling outside [such country of domicile]. Benefits will be payable up to the benefit maximum indicated on the Schedule of Benefits and are limited to those expenses which would not have been incurred but for the disability.}

Companion Travel Benefit - We will pay the Companion Travel Benefit if the [Insured] is hospitalized due to Injury (or Sickness) while traveling [outside the Insured's country of domicile], in order to:

- 1. return dependent children under age [16] to home (if necessary, services of a non-family escort is also covered);
- 2. return a travel companion home who forfeited his or her return air fare due to the medical emergency; and
- 3. allow one family member or one friend to visit the hospitalized person if hospitalization lasts longer than [10] days.

The Companion Travel Benefit is the payment of an economy airfare ticket.}

{Repatriation of Remains Benefit - We will pay the Repatriation of Remains Benefit, if the [Insured] dies due to Injury {or Sickness} while traveling [outside the Insured's country of domicile], for reasonable expenses incurred in the repatriation of his or her remains. Benefits will be paid up to the benefit maximum indicated on the Schedule of Benefits.

Reasonable expenses include:

- 1. documentation and authorization from the authorities:
- 2. embalming or cremation;
- 3. an appropriate coffin or urn designed for transportation of mortal remains;
- 4. transportation of mortal remains to burial place in his or her home country. Transportation must be by the most direct and economical route. Transportation expenses for accompanying the body, visitation or funeral expenses are not covered.}

Sickness Exclusion Deletion and Coverage Provision – For the Travel Care Benefits only, the Sickness or disease exclusion does not apply. Benefits are payable for a Sickness or disease for which the Covered Person first seeks medical attention while a Covered Person's coverage is in force.}

{Covered Person Residing Outside the Country - During the [30] days after the [Insured] takes up residence outside his or her country of principal domicile, the Travel Care Benefits apply regardless of whether or not [the Insured] is away from the foreign residence. Thereafter, coverage applies only while on a trip of over [150] miles from the foreign residence.}

(Coordination of Benefits – Travel Care Benefits shall be reduced by amounts payable under:

- 1. other group insurance or an HMO plan;
- 2. Worker's Compensation or occupational disease act or law; and
- 3. any government health plan.}}

{ACCIDENT WEEKLY INCOME BENEFIT - We will pay the Accident Weekly Income Benefit indicated on the Schedule of Benefits, after satisfaction of the Waiting Period, if, as a result of an Accident covered by a Policy Hazard, an Insured becomes Totally Disabled, subject to the following:

- 1. Total Disability commences within [30 days] of the date of the Accident which resulted in the Disability:
- 2. The Insured is under the regular care and treatment of a Doctor; and
- 3. The Insured is able to provide proof of Total Disability.

Benefits will be payable for each week the Insured remains Totally Disabled. For periods of less than a full week, benefits will be paid on a pro-rata basis.

Benefits will cease on the date the Insured:

- 1. has been paid for the maximum benefit period indicated on the Schedule of Benefits;
- 2. dies
- 3. is no longer Totally Disabled; or
- 4. returns to Active Work.

We may require the Insured to submit proof of continued Total Disability from time to time, as often as is reasonably necessary. Failure to provide such proof may result in termination of benefit payments.

No benefits are payable for Total Disability caused by Sickness.

{Benefits During Rehabilitation - With our written permission, the Insured may continue to receive benefits under this section while earning income from employment of not more than 15 hours per week. In such a case, benefits will be payable only to the extent that the Insured's income from such employment, combined with this benefit, does not exceed 100% of the Insured's income prior to becoming Totally Disabled. Benefits during rehabilitation will be payable for periods of [3 months] after which, the Insured must request such benefits for an additional period.}

Extension of Benefits - Termination of the Policy during a period of Total Disability will not affect the payment of benefits under this section.}

The Accident Weekly Income Benefit Amount and Waiting Period are indicated on the Schedule of Benefits.}

GENERAL EXCLUSIONS

{Benefits will not be paid for [an Insured's] loss that:

- 1. is caused by or results from [the Insured's] own:
 - a. intentionally self-inflicted Injury, suicide or any attempt thereat while sane or insane (in Missouri this applies only while sane.);
 - b. voluntary {intoxication,} self-administration of any drug or chemical substance not prescribed by, and taken according to the directions of, a Doctor (Accidental ingestion of a poisonous substance is not excluded.);
 - c. participation in a riot or insurrection {except while on official duty as a peace officer};
 - d. engaging in any illegal or criminal enterprise or activity;
- 2. is caused by or results from:
 - {a. declared or undeclared war or act of war {including resistance to armed aggression};}
 - {b. an act of terrorism;}
 - {c. an Accident which occurs while the [Insured] is on active duty service in any Armed Forces. Send us proof of service. We will refund any premium paid for this time. (Reserve or National Guard active duty for training is not excluded unless it extends beyond 31 days.);}
 - {d. hernia whenever and however sustained; {stroke, coronary occlusion or rupture}}
 - e. aviation, except as specifically provided in the Policy;
 - f. sickness, disease, bodily or mental infirmity or medical or surgical treatment thereof, bacterial or viral infection, regardless of how contracted. This does not include bacterial infection that is the natural and foreseeable result of an accidental cut or wound or accidental food poisoning.
 - {g. nuclear reaction or the release of nuclear energy. However, this exclusion will not apply if the loss is sustained within [180] days of the initial incident and: (i) the loss was caused by fire, heat, explosion or other physical trauma which was a result of the release of nuclear energy; and (ii) the Covered Person was within a 25-mile radius of the site of the release either:
 - i. at the time of the release: or
 - ii. within 24 hours of the start of the release. }
 - {h. Accidental bodily Injuries occurring while the Insured is flying in any Aircraft being used for field or crop dusting or spraying, seeding, fire fighting, sky writing, pipe-line inspection, aerial photography, hunting, exploration, racing or endurance tests, or exhibition stunt flying.}
 - (i. Accidental bodily Injuries occurring while the [Insured] is flying in any Aircraft owned or operated by the [Policyholder].}}

(AGGREGATE LIMIT OF LIABILITY

Aggregate Limits of Liability are shown on the Schedule of Benefits. We will NOT be liable for any amount over such limit for any one Accident under [the applicable Plan]. If the total amount of benefits to be paid to all Covered Person's under a [Plan] of the policy is more than the applicable Aggregate Limit of Liability, the benefit amount payable for a specific Covered Person's loss under the [Plan] will be determined as a proportionate share of the Aggregate Limit of Liability.}

PREMIUM PROVISIONS

Premium Rates. Rates are provided on a group basis. Premiums are shown on the [application]. The policy's premium is the sum of the premiums due for each Insured. {The first premium payment is due on the [Policy] Effective Date. Subsequent premiums are due as indicated on the [application].} {Premium must be paid to the Administrator on or before the premium due date {and not more than [31 days] after the effective date of an eligible person's coverage}.} A person's coverage will not be affected by the Policyholder's failure, due to clerical error, to remit premiums to the Administrator on time.

Changes in Premium Rates. We may change premium rates on the earlier of the following:

- On or after the date indicated on the Schedule of Benefits through which premium rates have been guaranteed. After such a change in premium, no additional change will be made for an additional 12 months, or longer if agreed to in writing by us, except as otherwise provided in this section;
- 2. the date the terms of Eligibility or benefits under the [policy] are amended or modified;
- 3. the date the [policy] is modified to provide coverage for a subsidiary, division, or affiliate of the [Policyholder];
- 4. the date there is a change in the risk factors bearing on the risks covered under the policy;
- 5. the date there is a change in, or addition to, Federal or State law which directly affects our benefit obligation; or
- 6. the date we discover a misrepresentation of the information provided by the [Policyholder] upon which we relied to establish the premium rates.

We will give prior written notice of any change in premium rates to the [Policyholder]. Such notice will be given no sooner than the number of days indicated on the Schedule of Benefits before the effective date of the increase unless the [Policyholder] and we agree otherwise.

Premiums for additional benefits or increased insurance becoming effective during a month in which the [policy] is in force will be charged from the first day of the month in which the change becomes effective.

Premiums for insurance terminating during a month in which the [policy] is in force will cease at the end of the month in which the insurance coverage terminates. Nothing in this provision will extend insurance beyond the date it would have otherwise ended.

Grace Period. A grace period will be granted to the [Policyholder] for payment of each premium due after the first premium, during which grace period, coverage under the policy will continue in force, but the [Policyholder] will remain liable to us for any unpaid premium. The grace period is indicated on the Schedule of Benefits, but such period will never be less than 31 days.

Reporting Requirements - The [Policyholder] or its authorized agent must report to the Administrator, by the premium due date:

- 1. the names of all persons insured on the [Policy] Effective Date:
- 2. the names of all persons who are insured after the [Policy] Effective Date;
- 3. the names of those persons whose insurance has terminated; and
- 4. additional information required as agreed to by us and the [Policyholder].

CLAIM PROVISIONS

Notice of Claim - Notice of Claim. Written notice of claim must be given within 30 days after a loss occurs, or as soon as reasonably possible. The notice must be given to the Administrator. Claims should be sent to:

National Guardian Life Insurance Company [c/oTPA Name and Address]

Claim Forms - When the Administrator receives notice of claim that does not contain all necessary information or is not on an appropriate claim form, forms for filing proof of loss will be sent to the claimant

along with a request for any missing information. If these forms are not sent within 15 days after receiving notice of claim, the claimant will meet the proof of loss requirements if the Administrator is given, within 90 days, written proof of the nature and extent of the loss. The notice should include the Insured's name, the [Policyholder] and the policy number.

Proof of Loss - Written proof of loss must be furnished to the Administrator in case of claim for loss for which the policy provides periodic payment contingent upon continuing loss within 90 days after the end of the period for which we are liable. Written proof that the loss continues must be furnished to the Administrator at intervals required by us.

In case of claim for any other loss, proof must be furnished within 90 days after the date of such loss.

If that is not reasonably possible, we will not deny or reduce any claim if proof is furnished as soon as reasonably possible. Proof must, in any case, be furnished not more than a year later, except for lack of legal capacity.

Time of Payment of Claims - Benefits due under the policy for a loss, other than a loss for which the policy provides installments, will be paid immediately upon receipt of due written proof of such loss.

Subject to due written proof of loss, all accrued benefits for loss for which the policy provides installments will be paid Monthly; any balance remaining unpaid upon the termination of liability will be paid immediately upon receipt of due written proof, unless otherwise stated in the Description of Benefits.

Payment of Claims - Benefits for the Insured's loss of life will be paid to the beneficiary named in [our] records, if any, at the time of payment. If there is no named beneficiary or surviving beneficiary, the Insured's loss of life benefits will be paid in one sum to the first surviving class of the following:

- the beneficiary named to receive the Insured's proceeds under any applicable group life insurance coverage through the [Policyholder];}
- 2. legal spouse;
- 3. child or children;
- {4. mother or father;
- 5. sisters or brothers;} or
- 6. the estate of the Insured.

If we are to pay benefits to the estate or to a person who is incapable of giving a valid release, we may pay up to \$1,000 to a relative by blood or marriage whom we believe is equitably entitled. This good faith payment satisfies our legal duty to the extent of that payment.

Any other accrued benefits which are unpaid at the Insured's death may, at our option, be paid either to the Insured's beneficiary or estate. All other benefits, unless specifically stated otherwise, will be paid to the Insured.

{Change of Beneficiary - The Insured can change the beneficiary at any time by giving [us] written notice. The beneficiary's consent is not required for this or any other change which the Insured may make unless the designation of beneficiary is irrevocable.}

{Individual Reinstatement: If an Insured's coverage is terminated, it may be reinstated if the Insured is:

- 1. on an approved leave of absence; or
- 2. on temporary lay-off.

Such person must return to Active Work with you within the period of time shown on the Schedule of Benefits (Individual Reinstatement). He must also be a member of a class eligible for this insurance.

Unless a person is returning after having resigned or having been discharged, he will not be required to fulfill the eligibility requirements of this policy again. The insurance will go into effect on the date he returns to Active Work.}

Physical Examination and Autopsy - We will pay the cost and have the right to have the Covered Person examined as often as reasonably necessary while the claim is pending. We can have an autopsy made at our expense unless prohibited by law.

Legal Actions - No action at law or in equity shall be brought to recover benefits under the Policy less than 60 days after written proof of loss has been furnished as required by the policy. No such action shall be brought more than 3 years after the time written proof of loss is required to be furnished.

GENERAL POLICY PROVISIONS

Entire Contract - The policy, the application of the Policyholder (a copy of which is attached), {applications by Participating Organizations,} endorsements, riders and attached papers constitute the entire contract between the parties.

All statements made by the Policyholder, {Participating Organizations} or Covered Persons, if any, are deemed representations and not warranties. No such statement will cause us to deny or reduce benefits or be used as a defense to a claim unless a copy of the instrument containing the statement is or has been furnished to the [Policyholder].

The policy may be changed at any time or times by written agreement between the [Policyholder] and us. Insurance provided by the policy may be changed or canceled without the consent of any Covered Person and without prior notice to such persons.

No change in the policy will be valid until approved by one of our executive officers. This approval must be endorsed on or attached to the policy. No agent may change the policy or waive any of its provisions.

Incontestability. The validity of the policy will not be contested after it has been in force for two years from the Policy Effective Date, except for non-payment of premium. {The validity of a Participating [Organization's] coverage under the policy will not be contested after such coverage has been in force for two years from the Participating [Organization's] Effective Date, except for non-payment of premium.} After a person has been covered under the policy for two years, no statement made by such person will be used to contest a claim under the policy. We can only contest coverage if the misstatement is made in a written instrument signed by such person and a copy is given to the [Policyholder], the signor or the signor's beneficiary.

Workers' Compensation Insurance - The policy is not in lieu of and does not affect any requirement for coverage under any Workers' Compensation Insurance.

Clerical Error. A purely clerical error, that arises from other than a failure to perform administrative duties hereunder, whether by the [Policyholder] or us, will not void the insurance of any Insured if that insurance would otherwise have been in effect; nor will it extend insurance of such person if that insurance would otherwise have ended or been reduced as provided by the policy. Clerical error may be, by illustration but not limitation, errors in transcription or computation, but is not, by illustration but not limitation, a failure to advise Insureds of procedural requirements.

Records Maintained - The [Policyholder] or its authorized Administrator will maintain records of the essential features of each Covered Person's insurance under the Policy.

We shall be permitted to examine the [Policyholder]'s records relating to coverage under the Policy. Examination may occur at any reasonable time up to the later of:

- 1. the two-year period after the expiration of the policy; or
- 2. the final adjustment and settlement of all claims under the policy.

Certificates of Insurance - A certificate of insurance, if required by applicable law, will be delivered to the [Policyholder] for delivery to the Insured. The certificate will list the benefits, conditions and limits of the policy. It will state to whom the benefits will be paid.

Assignment. {The policy is non-assignable.} {An Insured may {not} assign his or her rights, privileges and benefits under the policy {without the consent of his or her beneficiary. We are not bound by an assignment

until the Administrator receives and files a signed copy. We are not responsible for the validity of assignments. The assignee only takes such rights as the assignor possessed and such rights are subject to state and federal laws and the terms of the policy}.}

{Newly Acquired Subsidiaries - The premium for the policy applies to the risks assumed on the Policy Effective Date. Eligible Persons or members of subsidiaries newly acquired through merger, stock purchase, exchange of stock, or otherwise, shall be insured under the policy, subject to the following conditions:

- 1. The [Policyholder] has at least 50% controlling interest in the subsidiary.
- 2. An additional premium payment is required with a report to us and the name of any newly acquired subsidiary.
- 3. Necessary underwriting information must be furnished for us to determine the additional risks assumed.

No coverage shall continue for more than 60 days after the legal acquisition date unless the required report with the necessary data is supplied and the additional premium paid. The [Policyholder] shall be liable for payment of premium for the period during which such coverage remains in effect.}

Policy Termination - We may terminate coverage on or after the first anniversary as of any premium due date {by providing the Policyholder with [60] days advance written notice}. The [Policyholder] may terminate its coverage on any premium due date {by providing us with [60] day advance written notice}. {Written notice must be given at least 31 days prior to such premium due date.} Failure by the [Policyholder] to pay premiums when due or within the grace period shall be deemed notice to us to terminate coverage at the end of the period for which premium was paid.

Termination will not affect a claim for a covered loss due to an Accident which occurred while coverage was in effect.

Conformity With State Statutes - Any provision of the policy in conflict, on the Policy Effective Date, with the laws of the state where it is delivered, is amended to conform to the minimum requirements of such laws.



ACCIDENT ONLY CERTIFICATE OF INSURANCE

Underwritten by: National Guardian Life Insurance Company

Two East Gilman Street

P.O. Box 1191

Madison, WI 53701-1191

Administrator: [TPA Name

TPA Street Address
TPA City, State, Zip
TPA Toll-Free Number]

Policy No. [XXXX-YYY] ("the policy"), has been issued to [XYZ Company] which we will refer to as "the Policyholder". We will refer to National Guardian Life Insurance Company as "we", "us", or "our".

The policy was delivered in Arkansas and will be governed by the laws thereof {and, to the extent applicable, the Employee Retirement Income Security Act of 1974 (ERISA) and any of its amendments}.

This Certificate of Insurance is evidence of the Insured's insurance under the policy and of its benefits. Everything contained in this Certificate of Insurance is subject to the provisions, definitions, and exceptions in the policy. The policy is on file with the Policyholder and may be examined at any reasonable time. Only one of our executive officers can authorize a change of the policy.

This Certificate replaces all Certificates and Certificate Riders, if any, previously issued to the Insured under the policy.

The President and Secretary of National Guardian Life Insurance Company witness this Certificate:

President

Mark I Solver

THIS CERTIFICATE PROVIDES LIMITED ACCIDENT COVERAGE READ IT CAREFULLY BENEFITS ARE NOT PAYABLE FOR LOSS DUE TO SICKNESS

{RIGHT TO EXAMINE CERTIFICATE. This Certificate of Insurance can be returned for any reason within 30 days after it is received by the Insured. The certificate should be returned by mail or in person to the Administrator. Any premium paid will be refunded and the certificate will be treated as if it were never issued.}

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SCHEDULE OF BENEFITS

[PARTICIPATING ORGANIZATION:

ELIGIBLE CLASS:

Eligible Persons Are:

Eligible Class	<u>Description</u>
1	All active full time employees classified as Managers, domiciled in the United States.
2	All employees classified as Officers
3	Non-employee Members of the Board of Directors
4	All employees other than those classified as Managers and Officers

Eligible Classes are afforded the following:

<u>Covered Policy Hazards</u> <u>Eligible Classes</u>

Acts of Terrorism Coverage Classes 1 and 2

Non-employee Director Coverage Class 3

24 Hour Coverage Classes 1, 2 and 4

<u>Covered Policy Hazards</u> <u>Eligible Classes</u>

Owned /Leased Aircraft Coverage Classes 1, 2 and 4

Description of Aircraft: License Number NC12345, 2000 Cessna Citation, 8

passenger, 2 crew

Specific Trip Coverage Classes 1, 2 and 4

Description of Specific Trip: Class I employees travelling in Europe 01/01/12

through 01/10/12

Sponsored Activity Coverage Classes 1, 2 and 4

Description of Sponsored Activity:

Company Dinner

War Risk Coverage Classes 1, 2 and 4

War Risk Excluded Countries: None

[Certificate holder's name and address:

Certificate Effective Date:

Certificate Number:

Replacement Date:

Certificate holder's Benefits:]

Individual Reinstatement: 6 months

ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT

Principal Sums: Class 1 and 4: \$x,xxx Class 2 and 3: \$xx,xxx

For Insureds age 75 and over, the Principal Sum is subject to automatic reduction. Upon the Insured's attainment of the specified age below, the Principal Sum will be reduced to the applicable percentage. This reduction also applies to Insureds who are age 75 or over on their Individual Effective Date.

Age Percentage of available or in force amount at age 75

75-79 50% 80+ 25%

Spouse and Dependent Children Accidental Death and Dismemberment Benefit

Spouse with no Dependent Child(ren) covered: 50% of the Insured's Principal Sum Spouse with Dependent Child(ren) covered: 40% of the Insured's Principal Sum

Each Dependent Child:10% of the Insured's Principal Sum

Each Dependent Child (if no Spouse):15% of the Insured's Principal Sum

INCREASED DISMEMBERMENT BENEFIT FOR CHILDREN:

Principal Sum: \$x,xxx
Maximum Benefit \$xx,xxx

SPECIFIED ACCIDENTAL INJURY BENEFITS

Principal Sums: Class 1 and 4: \$x,xxx

Class 2 and 3: \$xx,xxx

ACCIDENT WEEKLY INCOME BENEFIT:

Waiting Period xx weeks/xx days of Total Disability

Maximum Benefit Period: xx Weeks Weekly Benefit Amount \$xxx

HOSPITAL CONFINEMENT BENEFIT:

Waiting Period: xx Weeks from the first day of confinement

Maximum Benefit Period:x MonthsMinimum Daily Benefit:\$xxxMonthly Benefit Amount\$x,xxx

ACCIDENTAL MEDICAL/DENTAL EXPENSE BENEFIT:

Deductible: \$XXX
Benefit Percentage: XX%
Benefit Maximum: \$xx,xxx
Benefit Period [104 weeks]

WAR RISK MAXIMUM BENEFIT: \$xx,xxx

PERMANENT TOTAL DISABILITY BENEFIT: \$xx,xxx per week/per month

FELONIOUS ASSAULT BENEFIT: \$xx,xxx

SEATBELT [AND AIR BAG] BENEFIT: \$xx,xxx

[ADDITIONAL AIR BAG BENEFIT \$x,xxx]

MINIMUM BENEFIT \$x,xxx

COMMON CARRIER BENEFIT: \$xx,xxx

COMMON ACCIDENT BENEFIT: \$xx,xxx

EDUCATION BENEFIT: \$xx,xxx per year

SPOUSE RETRAINING MAXIMUM BENEFIT: \$xx,xxx SPOUSE CRITICAL PERIOD BENEFIT: \$xx,xxx

CHILD CARE BENEFIT: \$xx,xxx per 12 month period **COMA BENEFIT:** \$xx,xxx per week/per month

LUMP SUM BENEFIT \$xx,xxx

CONTINUATION OF MEDICAL COVERAGE BENEFIT: \$xx,xxx per 12 month period

MAXIMUM BENEFIT AMOUNT

EMERGENCY MEDICAL EVACUATION BENEFIT MAXIMUM: \$xx,xxx

MEDICAL DISABILITY REPATRIATION BENEFIT MAXIMUM: \$xx,xxx

REPATRIATION OF REMAINS BENEFIT MAXIMUM: \$xx,xxx

THERAPEUTIC COUNSELING BENEFIT: \$xx,xxx

HIV OCCUPATIONAL ACCIDENT BENEFIT \$xx,xxx

HOME ALTERATION AND VEHICLE MODIFICATION

MAXIMUM BENEFIT CRITICAL BURN BENEFIT BRAIN DAMAGE BENEFIT

\$xx,xxx \$xx,xxx \$xx,xxx

Aggregate Limits of Liability: \$x,xxx,xxx
]

DEFINITIONS

The terms shown below shall have the meaning given in this section whenever they appear in the policy. Additional terms may be defined within the provision to which they apply.

"Accident" means a sudden, unexpected and unintended incident that occurs while coverage is in force with respect to the person whose Injury is the basis of the claim and that results in Injury or loss covered by the policy.

{Active Work/Actively At Work" means expending time and energy in the performance of regular duties [for the Policyholder] at the Insured's usual place of employment, or at a location to which [the Policyholder] requires the Insured to travel and for which the Insured is receiving Earnings for such duties. An Insured will be considered Actively at Work on each regularly scheduled non work day if he or she was Actively At Work on the immediately preceding scheduled work day.}

{"Aircraft" means a vehicle which:

- 1. has a valid certificate of airworthiness; and
- 2. is being flown by a pilot with a valid license appropriate to the Aircraft.}

{"Business Travel" means a trip, {including Personal Deviation {and Sojourn}}, while on [Policyholder] Business. The business trip must require the Insured to travel away from the premises of his/her regular place of employment. For the purposes of going on a business trip, the trip will begin on the last to occur:

- 1. when the Insured leaves his or her home; or
- 2. when the Insured leaves his/her place of regular employment.

The trip will end when the Insured:

- 1. arrives at his/her home or place of regular employment, whichever happens first; {or
- 2. makes a Personal Deviation.}

Business Travel does not include commuting between the Insured's home and place of work.

{"Chartered Aircraft" means Aircraft which is hired by [the Policyholder:]

- 1. for one purpose, trip or general use; and
- 2. for a period of time not to exceed [10] consecutive days.

Chartered Aircraft does not include Aircraft which is:

- 1. Owned or Leased; or
- 2. hired on a regular or frequent basis, by the [Policyholder].}

("Covered Dependent" means an Eligible Dependent who is a Covered Person.)

"Covered Person" means an Insured {and where applicable Eligible Dependents for whom application is made and who are approved to participate in the benefit plans issued under the policy, provided the required premium for such Dependents' insurance is paid when due}.

{"Doctor" means a licensed practitioner of the healing arts acting within the scope of such license. Doctor does not include the Covered Person, the Covered Person's spouse, child, parent, brother, sister, or a person living with the Covered Person.}

{"Earnings" means the Insured's Annual rate of pay as reported by [the Policyholder]. It does [not include overtime, bonus, or additional compensation or pay for more than 40 hours a week].}

{"Eligible Dependents" means:

- 1. the Insured's lawful spouse {under the age of [65]} {or
- 2. a person with whom the Insured forms a civil union according to applicable law;); and
- 3. the Insured's {unmarried} children {who are age 14 days or older, but} less than age [26]. { An unmarried child who is less than age [26] may also be included if the child is enrolled full-time in an accredited school or college.}

Dependent children may include stepchildren, foster children, legally adopted children, children of adopting parents pending finalization of adoption procedures and children for whom coverage has been court-ordered {and otherwise eligible children who are born or brought into a civil union that has been established according to applicable law}.

{Dependent children (other than those for whom coverage has been court-ordered), must:

- a. have their principal residence with the Insured; and
- b. chiefly rely on the Insured for support and maintenance. }

{"Felonious Assault" means an act of violence against the [Insured] as [an employee] of the [Policyholder].}

"Full-time" means working [for the Policyholder an average of at least 30 hours per week, unless otherwise shown on the Schedule of Benefits.]

{"Hospital" means an institution which:

- 1. is operated pursuant to law;
- 2. is primarily and continuously engaged in providing medical care and treatment to sick and injured persons on an Inpatient basis;
- 3. is under the supervision of a staff of Doctors;
- 4. provides 24-hour nursing service by or under the supervision of a graduate registered nurse (R.N.);
- 5. has medical, diagnostic and treatment facilities, with major surgical facilities;
 - a. on its premises; or
 - b. available to it on a prearranged basis; and
- 6. charges for its services.

Hospital does not include:

- 1. a clinic or facility for:
 - a. convalescent, custodial, educational or nursing care;
 - b. the aged, drug addicts or alcoholics;
 - c. rehabilitation; or
- 2. a military or veterans hospital or a hospital contracted for or operated by a national government or its agency unless:
 - a. services are rendered on an emergency basis; and
 - b. a legal liability exists for the charges made to the individual for such services in the absence of insurance.}

"Injury" means bodily harm which results, directly and independently of all other causes, from an Accident.

{"Inpatient" means a Covered Person who is provided at least one day's room and board by a Hospital.}

"Insured" means any Eligible Person who makes application for, or for whom application is made and who is approved to participate in the benefit plans issued under the policy, provided the required premium for such Person's insurance is paid when due.

{"Leased Aircraft," means an Aircraft for which [the Policyholder] has a written lease under whose terms, the Aircraft:

1. can be used at [the Policyholder's] discretion;

- can be used by [the Policyholder] for 2 or more trips or for more than 10 consecutive days;
- 3. cannot be altered or sold by [the Policyholder], without the consent of the lessor or owner.}

{"Operated or Controlled Aircraft" means an Aircraft which:

- 1. has been leased[, rented or borrowed] by [the Policyholder] for at least [10] consecutive days;
- 2. can be used at [the Policyholder]'s discretion; and
- 3. cannot be altered or sold by [the Policyholder] without the consent of the owner or lessor.

Operated or Controlled Aircraft does not include any Owned Aircraft.}

{"Owned Aircraft" means Aircraft to which [the Policyholder] holds legal or equitable title.}

{"Personal Deviation" means a non-business activity undertaken in conjunction with a business trip that would not have been undertaken were it not for the business trip.}

{"[Policyholder] Business" means on assignment by or with the authorization of [the Policyholder] for the purpose of furthering the business of [the Policyholder];

[Policyholder] Business does not include commuting and bonafide leaves of absence or vacations.}

{"Private Passenger Automobile" means a listed four-wheel vehicle which is:

- 1. validly registered; and
- 2. {if other than a Policyholder owned vehicle, }NOT licensed commercially. Listed Vehicles are limited to private passenger cars, station wagons, sport-utility vehicles, pick-up trucks, and van-type cars.}

"Sickness" means disease, bodily or mental infirmity or medical or surgical treatment thereof, bacterial or viral infection, regardless of how contracted. This does not include bacterial infection that is the natural and foreseeable result of an accidental cut or wound, or accidental food poisoning.

{"Sojourn" means a temporary stay before, during or after a business trip that would not have been taken were it not for the business trip.}

{"Total Disability" or "Totally Disabled" means:

- 1. with respect to the Insured, the complete inability to perform all of the substantial and material duties and functions of his or her occupation and any other gainful occupation in which the same or substantially the same compensation is earned as was earned prior to disability; and
- 2. with respect to any other Covered Person, confinement as an Inpatient in a Hospital.}

(PARTICIPATING ORGANIZATION EFFECTIVE AND TERMINATION DATES)

Participating Organization Effective Date. The Participating Organization's coverage under the policy takes effect at 12:01 a.m. on the Participating Organization Effective Date indicated on the Participation Agreement.

Coverage Termination by Us. We may terminate the Participating Organization's coverage on any premium due date on or after the Initial Rate Period through which premium rates have been guaranteed, as indicated on the Participation Agreement.

We will provide [31] days advance written notice of our intent to terminate by mail or personal delivery. Termination will take effect at 11:59 p.m. at the Policyholder's address on the date of termination.

Coverage Termination by the Participating Organization. The Participating Organization may terminate coverage under the policy by mailing or delivering to us written notice at least [31] days in advance of the termination date. Termination will take effect at 11:59 p.m. at the Policyholder's address on the termination date specified in such notice.

Coverage Termination by Both Parties. Coverage under the policy may be terminated at any time by the mutual written consent of the Participating Organization and us.

Coverage Termination for Non-Payment of Premium. If any premium is not paid by the end of the grace period specified in the Participation Agreement, coverage under the policy will automatically terminate at 11:59 p.m. at the Policyholder's address on the premium due date.}

PROVISIONS CONCERNING COVERED PERSONS

Eligibility: Eligible Persons are described on the Schedule of Benefits. This includes anyone who may become eligible while the policy is in force.

Effective Dates: An Eligible Person will become an Insured on the latest of the following {provided the first premium is paid and the Eligible Person is alive prior to the Effective Date}:

- 1. 1.the [Policy] Effective Date; or
- 2. {the Participating Organization's effective date; or}
- 3. {the [date the person enrolls] if such person becomes eligible after the Policy Effective Date and the person's enrollment and premium are received within [31 days] after the date the person becomes eligible; or}
- 4. {the [first day of the month following the] date the Eligible Person is approved for coverage; or}
- 5. as indicated on the Schedule of Benefits.

{Deferred Effective Dates: The effective date of coverage will be deferred for an Eligible Person who is [confined in an institution or at home or is Totally Disabled] on the day such person's coverage would otherwise take effect. Coverage for such a person will take effect [on the first day of the month coinciding with or next following the date] when the Eligible Person is [given final medical release from such confinement or no longer Totally Disabled]. }

(Changes in Amounts of Insurance. Any increase in the amount of an [Insured's] amount of Insurance benefit [elected by the Insured] will take effect on the latest of the following:

- 1. the [first day of the month coinciding with or next following the] date of such increase, [if the Insured is Actively at Work or is not confined in an institution or at home on such date];
- 2. if the [Insured] was not [Actively at Work or was confined in an institution or at home] on the date the increase would otherwise become effective, the first [day of the month coinciding with or next following the first] full day following the day the [Insured returns to Active Work or is given final medical release from such confinement]; or
- 3. as indicated on the Schedule of Benefits.

Any decrease in the [Insured's] Insurance benefit will take effect on the [first day of the month coinciding with or next following the date of the request] of the decrease.

(Changes in Amounts of Insurance. Any increase in the [Insured's] Benefit Amount will take effect on the premium due date following the date the Eligible Person is approved for the change.

Any decrease in the [Insured's] Benefit Amount will take effect on the premium due date coinciding with or next following the date of the request.}

{An [Insured's] Insurance will not be increased in excess of the Amount originally enrolled for unless he or she is approved by us for such excess amount . The [Insured] will become covered for the excess amount on the later of first day of the month following the date we approve the increased amount or as indicated on the Schedule of Benefits.}

Termination: Coverage for an Insured will end on the earliest of:

- 1. the [first day of the month coinciding with or next following the] date the Insured is no longer in an Eligible Class; or
- 2. the end of the period for which the last premium contribution is made;
- 3. the date the Policy is terminated
- the date the Insured is on full time active duty in any Armed Forces. (Send us proof of service. We will refund any premium paid for this time.) This does not include Reserve or National Guard duty for training; or}
- the date immediately following the date any coverage for which the insured is not required to make a contribution is terminated; or}

- (6. The [first day of the month coinciding with or next following the] date the Insured attains age [75].
- {7. The Participating Organization's Termination Date.}

Termination will not affect a claim for a covered loss.

(Continuation of Coverage: Coverage can be continued by payment of premium for an Insured who is no longer eligible due to:

- 1. Total Disability; or
- 2. authorized leave of absence, (other than military leave).

Coverage so continued will end on the earliest of:

- 1. [6] months if the Insured ceases to be eligible due to Total Disability; or
- 2. [1] month if the Insured ceases to be eligible due to temporary layoff or approved leave of absence.
- 3. the end of the period for which the last premium is paid.

Termination will not affect a claim for a covered loss that occurs while the Insured's coverage is in force.}

{Coverage under the policy may also be extended to include Eligible Dependents.}

{Coverage for a newborn child of an Insured will automatically become effective on the date the newborn child becomes eligible for Insurance. Coverage for that child will end 31 days after this effective date unless: (1) each child of the Insured is covered under the policy on that date; or (2) the Insured has made written request for and paid the required contribution toward the cost of the child's coverage.}

{In any event: (1) a lawful spouse who is also an Eligible Person cannot be covered as a dependent of an Insured; and (2) dependent children of such persons will only be considered Eligible Dependents of one Insured.}

{Domestic Partner Coverage - An Insured may elect coverage under the policy for his or her qualified domestic partner and children of a qualified domestic partner who would be eligible for coverage if they were the Insured's children. The coverage provided to such persons will be on the same basis as that provided for an Eligible Dependent of the Insured.

"Qualified domestic partner" means either:

- 1. if the state in which the policy is delivered does not recognize domestic partnerships, a person: who is at least 18 years of age; who is not related to the Insured by blood; who has been living together with the Insured for at least 12 consecutive months; who is financially interdependent with the Insured for all living expenses; and, for whom a written affidavit of domestic partnership, acceptable to us, has been completed; or
- 2. if the state in which [the policy is issued/the Insured resides] recognizes domestic partnerships, a person who together with the Insured has filed and maintains a valid Declaration of Domestic Partnership with the [applicable regulatory body/Secretary of State] in the state in which [the policy is issued/the Insured resides].

An Insured may not have more than one qualified domestic partner nor may a person be a qualified domestic partner for more than one person. The Insured must notify the Administrator within 30 days if there is any change in the domestic partner status between the Insured and qualified domestic partner. A signed statement of termination of domestic partnership will be required. }

Dependents Effective Date - Dependent insurance will become effective on the latest of the following {provided the first premium is paid and the Eligible Dependent is alive prior to the Dependents Effective Date}:

1. the Insured's effective date if the dependent is eligible as of the Insured's effective date and the Insured enrolls and pays premium for the dependent on or before that date; or

- 2. {the [date the Insured enrolls a dependent] if the dependent becomes eligible after the Insured's effective date and the enrollment and premium are received within [31 days] after the date the dependent becomes eligible; or}
- 3. {the [first day of the month following] the date coverage for dependents is approved; or}
- 4. {the first day of the month on or after the date the first payroll deduction is authorized; or}
- 5. as provided on the [Schedule of Benefits].

In no case will coverage for eligible dependents take effect before the Insured's. {No dependent will be covered unless application has been made and the correct premium has been paid.} {No dependent for whom coverage is elected more than 31 days after first becoming eligible will be covered prior to the first day of the month following the date the Company approves the evidence of insurability requirement}

{Coverage for a dependent will be delayed if, on the effective date described in this section, the dependent is confined for medical care or treatment in an institution or at home. The delay will end and the coverage will become effective on the [first day of the month coinciding with or next following] the final discharge from such confinement. {This provision will not apply to a newborn child.}}

Dependent Termination Date: Coverage for dependents will end on the earlier of:

- 1. the Insured's termination date:
- 2. the end of the period for which the last premium contribution is made;
- 3. the [premium due date coinciding with or next following the date] the dependent is no longer eligible unless contributions for coverage were made in advance, in which case coverage will terminate at the end of the period for which premiums have been paid {; or
- 4. with respect to the Insured's spouse the attainment of age [75; or]}
- 5. {the date the dependent is on full time active duty in any Armed Forces. (Send us proof of service. We will refund any premium paid for this time.) This does not include Reserve or National Guard duty for training}.

Coverage will continue for any child who reaches the age limit and is both:

- 1. totally incapable of self-sustaining employment due to a physical or intellectual disability; and
- 2. chiefly dependent on the Insured for support and maintenance.

At our request and expense, the Insured must furnish proof of the child's incapacity and dependency to the Administrator. If the incapacity or dependency subsequently ends, the Insured must notify the Administrator.

In no case will coverage end later than the Insured's.}

(Continuation of Dependents Coverage – Coverage under the policy on insured Dependents will continue if:

- coverage for dependents is in effect on the date of an Accident in which the [Insured] was involved; and
- 2. the [Insured] dies as a result of an accident for which the policy provides coverage.

Coverage will be continued, without premium payment, for up to [6] months following the last premium contribution. Benefits for which payment has been made due to the [Insured's] death, end with the payment. The Insured spouse assumes the rights and obligations. Except as provided in this section coverage will not be continued beyond the date it would otherwise end under the Termination provisions of the policy. Termination will not affect a claim for a covered loss due to an accident, which occurred while the coverage was in effect.}

{If termination of dependents insurance is due to the death of the [Insured], an insured dependent spouse may elect to continue coverage under the policy by making written request and continuing premium payments. When such election is made, the spouse shall be considered the [Insured] under the terms of the policy. If there is no covered dependent spouse, covered dependent children may continue coverage under the policy, subject to the payment of premiums and other termination provisions of this section.}

DESCRIPTION OF POLICY HAZARDS

(Applies to Eligible Classes as Shown on the Schedule of Benefits)

We will pay the benefits described in the Description of Benefits section for an Accident caused by a Policy Hazard described below. Unless otherwise stated, we will pay benefits for a covered loss only once, even if coverage is provided under more than one of the following Policy Hazards.

{ACTS OF TERRORISM COVERAGE {(Business Travel Only) }- We will pay the benefits described in the policy for an Accident which happens to an Insured caused by an Act of Terrorism {during Business Travel}.

Additional Definitions - Wherever used in this Coverage:

Act of Terrorism means an act of violence committed or threatened to be committed against non-combatants.

Such act must be

- 1. premeditated;
- 2. {politically motivated}; and
- 3. committed by:
 - a. a person or persons not acting on behalf of a sovereign state; or
 - b. clandestine state agents.

Exclusion - For this Policy Hazard only, benefits will not be paid for an Insured's loss caused by or resulting from nuclear radiation or the release of nuclear energy.}

Exclusion Removal – For this Policy Hazard only General Exclusion [(2)(b)] is hereby deleted.}

{ALL CONVEYANCE COVERAGE{, EXCLUDING [POLICYHOLDER] OWNED/OPERATED AIRCRAFT} {(BUSINESS ONLY)} - We will pay the benefits described in the policy for an Accident which happens to an Insured anywhere in the world {while traveling on business for the [Policyholder]} and,

- While operating, riding as a passenger, in or on (including boarding or alighting from) or through being struck by any conveyance being used as a means of land or water transportation except
 - a. any such conveyance which the Insured has been hired to operate or serve as a member of the crew, or
 - b. any such conveyance which the Insured is operating or serving as a member of the crew for the transportation for hire, profit or gain, or passengers or property.
- 2. While riding as a passenger, and not as a pilot, operator or member of the crew, in or on (including boarding or alighting from):
 - any civilian scheduled air carrier holding certificate, license or similar authorization for civilian scheduled air carrier transportation by the country of the Aircraft's registry, and which in accordance therewith files, prints, maintains and publishes schedules and tariffs for regular passenger service between named cities at regular and specified times, or any chartered flights operated by such carriers: or
 - b. any Aircraft operated by the Air Mobility Command (AMC) of the United States or by the similar military air transport service of any duly constituted governmental authority of any other recognized country; or
 - c. any powered Aircraft having a valid and current NC or N Standard Airworthiness Certificate issued by the Civil Aeronautics Administration of the United States, or its successor, or any similar certificate issued by the jurisdictional agency or authority of any other recognized country, and piloted by a person who then holds a valid and current Certificate of Competency of a rating authorizing him to pilot such Aircraft.
- 3. By being struck by any Aircraft while at an airport or place of forced landing in the course of a trip in an Aircraft specified above.}

{COMMON CARRIER (AIR, LAND, SEA) INCLUDING AMC COVERAGE {(BUSINESS ONLY)} - We will pay the benefits described in the policy for an Accident which happens to an Insured anywhere in the world {while traveling on business for the [Policyholder]} and,

- 1. While riding as a passenger, and not as a pilot, operator or member of the crew, in or on (including boarding or alighting from);
 - any air, land or water conveyance operated under a license for the transportation of passengers for hire; or
 - b. any Aircraft operated by the Air Mobility Command (AMC) of the United States or by the similar military air transport service of any duly constituted governmental authority of any other recognized country.
- 2. {By being struck or run down by an Aircraft while at an airport or place of forced landing in the course of a trip in an Aircraft specified above.}
- {3. While such Insured is;
 - a. in or on an airport, rail station or bus stop, or
 - b. pedestrian who is struck or comes into contact with any conveyance, which is commercially licensed to carry passengers.
- 4. The injury directly and independently of all other causes resulted in the covered Loss.}}

{{EXTRAORDINARY} COMMUTATION COVERAGE - We will pay the benefits described in the policy for any Accident which happens to an Insured while commuting directly between the Insured's home and the [Policyholder]'s premises where the Insured normally works{, while a strike, work-stoppage, power failure or public disaster has made public transportation, which is regularly used by the Insured, unavailable}.

This coverage does not include Accidents that happen more than [2 hours] after the Insured leaves his or her home or place of work, unless it can definitely be shown:

- 1. the delay was caused by conditions beyond the control of the Insured; or
- 2. more time was needed for normal direct commuting.}

EMERGENCY RESCUE UNIT COVERAGE - We will pay the benefits described in the policy for an Accident which happens to an Insured during training exercises or while responding to fires, oil spills, hazardous material incidents, rescues, medical emergencies, and any other emergency rescue unit duties. Any training or responses must be at the direction and with the authorization of the [Policyholder].}

EMERGENCY TEAM COVERAGE - We will pay the benefits described in the policy for an Accident which happens to an Insured while participating as a member of a [Policyholder] sponsored and approved fire or medical emergency team, bomb scare team, or other similar emergency team.}

{ 24-HOUR COVERAGE {(except [pilots, crew members and] Owned Aircraft)} - We will pay the benefits described in the policy for any Accident, which happens to [an Insured]. This includes travel or flight in an Aircraft except as restricted by the Policy Hazard Limitations. {Benefits which become payable due to this coverage will be reduced by benefits paid under any other hazard coverages in this policy.}

With respect to flying in Aircraft, coverage shall only apply while riding as a passenger, [and not as] a pilot, operator or member of the crew, in or on (including boarding or alighting from):

- any civilian scheduled air carrier holding certificate, license or similar authorization for civilian scheduled air carrier transportation by the country of the Aircraft's registry, and which in accordance therewith files, prints, maintains and publishes schedules and tariffs for regular passenger service between named cities at regular and specified times, or any chartered flights operated by such carriers; or
- 2. any Aircraft operated by the Air Mobility Command (AMC) of the United States or by the similar military air transport service of any duly constituted governmental authority of any other recognized country; or
- any powered Aircraft having a valid and current NC or N Standard Airworthiness
 Certificate issued by the Civil Aeronautics Administration of the United States, or its
 successor, or any similar certificate issued by the jurisdictional agency or authority of any

other recognized country, and piloted by a person who then holds a valid and current Certificate of Competency of a rating authorizing him to pilot such Aircraft.}

EXTENSION TO 24-HOUR COVERAGE ((except [pilots, crew members and] Owned Aircraft)} - We will pay the benefits described in the policy for any Accident, which happens to [an Insured]. This includes travel or flight in an Aircraft except as restricted by the Policy Hazard Limitations. {Benefits which become payable due to this coverage will be reduced by benefits paid under any other hazard coverages in this policy.}

With respect to flying in Aircraft, coverage shall only apply while riding as a passenger, [and not as] a pilot, operator or member of the crew, in or on (including boarding or alighting from):

- any civilian scheduled air carrier holding certificate, license or similar authorization for civilian scheduled air carrier transportation by the country of the Aircraft's registry, and which in accordance therewith files, prints, maintains and publishes schedules and tariffs for regular passenger service between named cities at regular and specified times, or any chartered flights operated by such carriers; or
- 2. any Aircraft operated by the Air Mobility Command (AMC) of the United States or by the similar military air transport service of any duly constituted governmental authority of any other recognized country; or
- 3. any powered Aircraft having a valid and current NC or N Standard Airworthiness
 Certificate issued by the Civil Aeronautics Administration of the United States, or its
 successor, or any similar certificate issued by the jurisdictional agency or authority of any
 other recognized country, and piloted by a person who then holds a valid and current
 Certificate of Competency of a rating authorizing him to pilot such Aircraft.}

{FELONIOUS ASSAULT COVERAGE - We will pay the benefits described in the policy for an Accident which happens to an Insured:

- {1. while the Insured is{:
 - a. on [the Policyholder]'s premises; {or
 - b.} on [the Policyholder]'s business;} and
- 2. }which is a direct result of:
 - a. robbery or an attempted robbery;
 - b. kidnapping during a robbery; or
 - c. Felonious Assault inflicted by a person other than [a fellow employee or] a member of the Insured's family or household.}

{HIJACKING AND AIR PIRACY COVERAGE {(BUSINESS ONLY)}- We will pay the benefits described in the policy for an Accident which happens to an Insured and which is caused by hijacking, air piracy, or any unlawful seizure or attempted seizure of an Aircraft.

Premiums and Coverage Subject to Change - The premiums and benefits of this Hijacking and Air Piracy Coverage may be changed at anytime by agreement between the [Policyholder] and us. This may be done as needed to reflect conditions which, in the opinion of the [Policyholder] or us, change the Hijacking and Air Piracy risk.

Termination - The [Policyholder] may cancel this Hijacking and Air Piracy Coverage at any time by sending written notice to us at our home office. This coverage will be canceled when we receive the [Policyholder]'s notice, or later if the [Policyholder] so specifies. We may cancel this coverage at any time by sending the [Policyholder] at least [10 days'] written notice to its most recent address in our records. We will promptly return any unearned premium that the [Policyholder] has paid. Change or termination of this coverage will not affect a claim which begins while this coverage is in force.}

{NATIONAL GUARD AND ARMED FORCES RESERVE COVERAGE - Notwithstanding any applicable Policy Hazard Limitation, we will pay the benefits described in the policy for an Accident which happens to the Insured while a member of the U.S. Military Reserve or National Guard.

While the Insured is a member of the U.S. Military Reserve or National Guard, coverage under the policy will remain in force beyond the 31-day active duty training period and continue:

- 1. during the Insured's initial training period;
- 2. if the Insured is called to active duty [for a domestic emergency].

{NON-EMPLOYEE DIRECTOR COVERAGE - We will pay the benefits described in the policy for any Accident which happens to an Insured while traveling to, during the course of, or returning from:

- 1. a meeting of the [board of directors] or other similar duties; or
- 2. a trip taken at the [Policyholder]'s specific request; or
- 3. any trip for which the Insured received reimbursement from the [Policyholder] for expenses or services performed.

All such trips must be authorized by the [Policyholder].

For the purpose of going on the trip, the trip will begin on the last to occur:

- 1. when the Insured leaves his/her home: or
- 2. when the Insured leaves his/her regular place of employment.

This coverage will end when the Insured:

- 1. arrives at the Insured's home or place of work, whichever happens first; {or
- 2. makes a Personal Deviation.

This coverage does not include:

- 1. commuting between the Insured's home and place of work; or
- 2. Personal Deviations by the Insured.

With respect to flying in Aircraft, coverage shall only apply while riding as a passenger, and not as a pilot, operator or member of the crew, in or on (including boarding or alighting from):

- any civilian scheduled air carrier holding certificate, license or similar authorization for civilian scheduled air carrier transportation by the country of the Aircraft's registry, and which in accordance therewith files, prints, maintains and publishes schedules and tariffs for regular passenger service between named cities at regular and specified times, or any chartered flights operated by such carriers; or
- 2. any Aircraft operated by the Air Mobility Command (AMC) of the United States or by the similar military air transport service of any duly constituted governmental authority of any other recognized country; or
- 3. any powered Aircraft having a valid and current NC or N Standard Airworthiness Certificate issued by the Civil Aeronautics Administration of the United States, or its successor, or any similar certificate issued by the jurisdictional agency or authority of any other recognized country, and piloted by a person who then holds a valid and current Certificate of Competency of a rating authorizing him to pilot such Aircraft.

This Policy Hazard is subject to the applicable Policy Hazard Limitations.

{OCCUPATIONAL COVERAGE - We will pay the benefits described in the policy for any Accident that happens to an Insured while the Insured is performing the duties of his occupation.

With respect to flying in Aircraft, coverage shall only apply while riding as a passenger, and not as a pilot, operator or member of the crew, in or on (including boarding or alighting from):

 any civilian scheduled air carrier holding certificate, license or similar authorization for civilian scheduled air carrier transportation by the country of the Aircraft's registry, and which in accordance therewith files, prints, maintains and publishes schedules and tariffs

- for regular passenger service between named cities at regular and specified times, or any chartered flights operated by such carriers; or
- any Aircraft operated by the Air Mobility Command (AMC) of the United States or by the similar military air transport service of any duly constituted governmental authority of any other recognized country; or
- 3. any powered Aircraft having a valid and current NC or N Standard Airworthiness
 Certificate issued by the Civil Aeronautics Administration of the United States, or its
 successor, or any similar certificate issued by the jurisdictional agency or authority of any
 other recognized country, and piloted by a person who then holds a valid and current
 Certificate of Competency of a rating authorizing him to pilot such Aircraft.}

(LINE OF DUTY COVERAGE - We will pay the benefits described in the policy for an Accident which happens to an Insured in the performance of his responsibilities while in the Line of Duty.

With respect to flying in Aircraft, coverage shall only apply while riding as a passenger, and not as a pilot, operator or member of the crew, in or on (including boarding or alighting from):

- any civilian scheduled air carrier holding certificate, license or similar authorization for civilian scheduled air carrier transportation by the country of the Aircraft's registry, and which in accordance therewith files, prints, maintains and publishes schedules and tariffs for regular passenger service between named cities at regular and specified times, or any chartered flights operated by such carriers; or
- any Aircraft operated by the Air Mobility Command (AMC) of the United States or by the similar military air transport service of any duly constituted governmental authority of any other recognized country; or
- 3. any powered Aircraft having a valid and current NC or N Standard Airworthiness Certificate issued by the Civil Aeronautics Administration of the United States, or its successor, or any similar certificate issued by the jurisdictional agency or authority of any other recognized country, and piloted by a person who then holds a valid and current Certificate of Competency of a rating authorizing him to pilot such Aircraft.}

Additional Definitions - Wherever used in this Coverage:

"Line of Duty Accident" means an accident, including accidental exposure to adverse weather conditions, that occurs while the Insured is taking any action which by rule, law, regulation, or condition of employment the Insured is obligated or authorized to perform as a Public Safety Officer in the course of controlling or reducing crime or criminal law enforcement, including such action taken in response to an emergency while off duty.

If the Insured is a Public Safety Officer whose primary job duties are controlling or reducing crime, criminal law enforcement, or fire suppression, Line of Duty Accident includes a Line of Duty Accident that occurs while the Insured is on duty at social, ceremonial, or athletic functions to which the Insured is assigned or for which the Insured is paid as a Public Safety Officer by the [Policyholder].

"Public Safety Officer" means an Insured whose primary job duties include controlling or reducing crime or juvenile delinquency, criminal law enforcement, or fire suppression. Public Safety Officer includes police officers, fire fighters, corrections officers, judicial officers, and officially recognized or designated volunteer firefighters, if they otherwise meet the definition of Public Safety Officer.}

{OWNED/LEASED AIRCRAFT COVERAGE: We will pay the benefits described in the policy for an Accident which happens to an Insured {that occurs during a business trip} which results from such Insured:

1. riding in, getting into or out of the aircraft described [below/on the Schedule of Benefits], as a {passenger, pilot or crew member}[:

License No.	Make	Model	Passenger Seats	Crew Seats
EVX2468	Cessna	1075A	4	2
4EVX68	Cessna	657LL	6	2]

Such aircraft must:

- a. have a current, valid airworthiness certificate; and
- b. be piloted by a person who is holding a current, valid certificate of competence for that type of aircraft.

The certificates called for in (a) and (b) above must have been issued by the proper government agency of the country of origin of the aircraft and pilot; or

- 2. making a parachute jump from any aircraft described above for self-preservation; or
- 3. being struck by an aircraft described in 1 above.

Coverage of Substitute Aircraft: If the aircraft listed [above/on the Schedule of Benefits is] withdrawn from normal use due to mechanical breakdown, servicing or loss, coverage will be extended to the Insured who uses a substitute aircraft. Such aircraft must:

- 1. be in the same airworthiness, certificate class as the aircraft listed above;
- 2. not be owned by [the Policyholder]; and
- 3. not be larger in passenger and crew member capacity than the aircraft that was replaced. This coverage will be extended only while the aircraft named above is withdrawn from normal use. We must be promptly notified by you in writing of all substitutions of aircraft.

Coverage of Newly Acquired Aircraft: Coverage will be extended to any additional, newly acquired aircraft which is owned or leased by [the Policyholder]. [The Policyholder] must notify us of such aircraft no later than 30 days from the delivery date. Insurance coverage for this aircraft will be effective from the delivery date unless:

- 1. [the Policyholder] does not give us the required notice; and
- 2. [the Policyholder] does not pay the additional premium, if any, within the prescribed time.

Additional Exclusions: For this Policy Hazard only, in addition to the General Exclusions, we will not pay for a loss caused by or resulting from the use of any aircraft for:

- 1. crop dusting, seeding, spraying, fire fighting, exploration, pipe line or power line inspection, hunting, aerial photography or banner towing without prior written consent;
- 2. flying which requires a special permit or waiver from any authority having jurisdiction over civil aviation, even if granted, unless we give our prior written consent;
- 3. acrobatic or stunt flying; or
- 4. any type of training or instruction. }

{PERSONAL DEVIATION COVERAGE - We will pay the benefits described in the policy for an Accident which happens to an Insured while making a Personal Deviation while on Business Travel.{ Such Personal Deviation must take place [100] miles or more from the Insured's principal residence or place of business.} The Insured is not covered during a bona fide vacation.

With respect to flying in Aircraft, coverage shall only apply while riding as a passenger, and not as a pilot, operator or member of the crew, in or on (including boarding or alighting from):

- any civilian scheduled air carrier holding certificate, license or similar authorization for civilian scheduled air carrier transportation by the country of the Aircraft's registry, and which in accordance therewith files, prints, maintains and publishes schedules and tariffs for regular passenger service between named cities at regular and specified times, or any chartered flights operated by such carriers; or
- any Aircraft operated by the Air Mobility Command (AMC) of the United States or by the similar military air transport service of any duly constituted governmental authority of any other recognized country; or
- any powered Aircraft having a valid and current NC or N Standard Airworthiness
 Certificate issued by the Civil Aeronautics Administration of the United States, or its successor, or any similar certificate issued by the jurisdictional agency or authority of any

other recognized country, and piloted by a person who then holds a valid and current Certificate of Competency of a rating authorizing him to pilot such Aircraft.}

{PRIVATE PASSENGER AUTOMOBILE COVERAGE {(BUSINESS ONLY)} - We will pay the benefits described in the policy for an Accident which happens to an Insured anywhere in the world, {while traveling on business for the [Policyholder] and} while driving, riding as a passenger in (including boarding or alighting from) any Private Passenger Automobile.}

{RELOCATION TRIP COVERAGE - We will pay the benefits described in the Policy for an Accident which happens to [an Insured] while on a Relocation Trip.

With respect to flying in Aircraft, coverage shall only apply while riding as a passenger, and not as a pilot, operator or member of the crew, in or on (including boarding or alighting from):

- any civilian scheduled air carrier holding certificate, license or similar authorization for civilian scheduled air carrier transportation by the country of the Aircraft's registry, and which in accordance therewith files, prints, maintains and publishes schedules and tariffs for regular passenger service between named cities at regular and specified times, or any chartered flights operated by such carriers; or
- any Aircraft operated by the Air Mobility Command (AMC) of the United States or by the similar military air transport service of any duly constituted governmental authority of any other recognized country; or
- 3. any powered Aircraft having a valid and current NC or N Standard Airworthiness
 Certificate issued by the Civil Aeronautics Administration of the United States, or its
 successor, or any similar certificate issued by the jurisdictional agency or authority of any
 other recognized country, and piloted by a person who then holds a valid and current
 Certificate of Competency of a rating authorizing him to pilot such Aircraft.

Additional Definitions - Wherever used in this Coverage:

"Relocation Trip" means a trip taken by [the Insured] at the request and expense of the [Policyholder], for the purposes of relocation due to the reassignment of employment. The relocation trip:

- begins when [an Insured] leaves his/her place of residence for the purpose of finding a new residence or leaves his/her former residence for purposes of relocating at a new residence; and
- 2. ends when [an Insured] arrives at his place of current residence or at his/her new residence.

A Relocation Trip does not include any period of time during which the [Insured] takes a personal trip or vacation.

This Policy Hazard is subject to the applicable Policy Hazard Limitations.

{SCHEDULED AIRLINE [AND] AMC {AND NC OR N STANDARD AIRCRAFT -{ EXCLUDING [POLICYHOLDER] OWNED/OPERATED AIRCRAFT}} {(BUSINESS ONLY)} COVERAGE - We will pay the benefits described in the policy for an Accident which happens to an Insured anywhere in the world {while traveling on business for the [Policyholder]} and,

- 1. While riding as a passenger, and not as a pilot, operator or member of the crew, in or on (including boarding or alighting from):
 - a. any civilian scheduled air carrier holding certificate, license or similar authorization for civilian scheduled air carrier transportation by the country of the Aircraft's registry, and which in accordance therewith files, prints, maintains and publishes schedules and tariffs for regular passenger service between named cities at regular and specified times, or any chartered flights operated by such carriers; or

- b. any Aircraft operated by the Air Mobility Command (AMC) of the United States or by the similar military air transport service of any duly constituted governmental authority of any other recognized country; {or
- c. any powered Aircraft having a valid and current NC or N Standard Airworthiness Certificate issued by the Civil Aeronautics Administration of the United States, or its successor, or any similar certificate issued by the jurisdictional agency or authority of any other recognized country, and piloted by a person who then holds a valid and current Certificate of Competency of a rating authorizing him to pilot such Aircraft.}
- 2. By being struck or run down by any Aircraft while at an airport or place of forced landing in the course of a trip in an Aircraft specified above.
- 3. While riding as a passenger, and not as an operator, in or on (including boarding or alighting from) any land conveyance licensed for the transportation of passengers for hire, but only while traveling directly to or from an airport immediately preceding departure or immediately following arrival of an Aircraft specified above, used by or to be used by the Insured.}

(SPECIFIC TRIP COVERAGE - We will pay the benefits described in the policy for an Accident which happens to an Insured during {Business} Travel, on the trip described on the Schedule of Benefits.

- 1. With respect to flying in Aircraft, coverage shall only apply while riding as a passenger, and not as a pilot, operator or member of the crew, in or on (including boarding or alighting from):}
 - any civilian scheduled air carrier holding certificate, license or similar authorization for civilian scheduled air carrier transportation by the country of the Aircraft's registry, and which in accordance therewith files, prints, maintains and publishes schedules and tariffs for regular passenger service between named cities at regular and specified times, or any chartered flights operated by such carriers; or
 - b. any Aircraft operated by the Air Mobility Command (AMC) of the United States or by the similar military air transport service of any duly constituted governmental authority of any other recognized country; {or
 - c. any powered Aircraft having a valid and current NC or N Standard Airworthiness Certificate issued by the Civil Aeronautics Administration of the United States, or its successor, or any similar certificate issued by the jurisdictional agency or authority of any other recognized country, and piloted by a person who then holds a valid and current Certificate of Competency of a rating authorizing him to pilot such Aircraft.}
- 2. By being struck by any Aircraft while at an airport or place of forced landing in the course of a trip in an Aircraft specified above.
- 3. While riding as a passenger, and not as an operator, in or on (including boarding or alighting from) any land conveyance licensed for the transportation of passengers for hire, but only while traveling directly to or from an airport immediately preceding departure or immediately following arrival of an Aircraft specified above, used by or to be used by the Insured.}

{SPONSORED ACTIVITY COVERAGE - We will pay the benefits described in the policy for an Accident which happens to an Insured while participating in{, or practicing for} the [Policyholder] sponsored and approved activity described on the Schedule of Benefits.

With respect to flying in Aircraft, coverage shall only apply while riding as a passenger, and not as a pilot, operator or member of the crew, in or on (including boarding or alighting from):

 any civilian scheduled air carrier holding certificate, license or similar authorization for civilian scheduled air carrier transportation by the country of the Aircraft's registry, and which in accordance therewith files, prints, maintains and publishes schedules and tariffs for regular passenger service between named cities at regular and specified times, or any chartered flights operated by such carriers; or

- 2. any Aircraft operated by the Air Mobility Command (AMC) of the United States or by the similar military air transport service of any duly constituted governmental authority of any other recognized country; or
- 3. any powered Aircraft having a valid and current NC or N Standard Airworthiness Certificate issued by the Civil Aeronautics Administration of the United States, or its successor, or any similar certificate issued by the jurisdictional agency or authority of any other recognized country, and piloted by a person who then holds a valid and current Certificate of Competency of a rating authorizing him to pilot such Aircraft.

{Coverage includes travel to and from the sponsored and approved activity.} }

{24 HOUR BUSINESS TRAVEL {OUTSIDE CITY LIMITS}- SCHEDULED AIRLINE, AMC AND NC OR N STANDARD AIRCRAFT {EXCLUDING [POLICYHOLDER] OWNED/OPERATED AIRCRAFT} COVERAGE - We will pay the benefits described in the policy for an Accident which happens to an Insured anywhere in the world while on a Business Trip,. {The business trip must require the Insured to travel outside the city of his/her regular place of employment.}

For the purpose of going on the trip, the trip will begin on the later to occur:

- 1. when the Insured leaves his/her home; or
- 2. when the Insured leaves his/her regular place of employment.

Coverage terminates upon the Insured's return to his or her place of regular employment or home, whichever shall first occur.

{If an Insured travels to another city and is expected to remain there for more than [60] days, the city the Insured has traveled to shall be deemed to be his/her regular place of employment. }

With respect to flying in Aircraft, coverage shall only apply while riding as a passenger, and not as a pilot, operator or member of the crew, in or on (including boarding or alighting from):

- any civilian scheduled air carrier holding certificate, license or similar authorization for civilian scheduled air carrier transportation by the country of the Aircraft's registry, and which in accordance therewith files, prints, maintains and publishes schedules and tariffs for regular passenger service between named cities at regular and specified times, or any chartered flights operated by such carriers; or
- 2. any Aircraft operated by the Air Mobility Command (AMC) of the United States or by the similar military air transport service of any duly constituted governmental authority of any other recognized country; or
- 3. any powered Aircraft having a valid and current NC or N Standard Airworthiness
 Certificate issued by the Civil Aeronautics Administration of the United States, or its
 successor, or any similar certificate issued by the jurisdictional agency or authority of any
 other recognized country, and piloted by a person who then holds a valid and current
 Certificate of Competency of a rating authorizing him to pilot such Aircraft.}

{24-HOUR SPECIFIED TRIP COVERAGE (Business Travel Only) - We will pay the benefits described in the policy for an Accident which happens to an Insured while on Business Travel and while on the trip described on the Schedule of Benefits.

For the purpose of going on the trip, the trip will begin on the later to occur:

- 1. when the Insured leaves his/her home; or
- 2. when the Insured leaves his/her regular place of employment.

Coverage terminates upon the Insured's return to his or her place of regular employment or home, whichever shall first occur.

With respect to flying in Aircraft, coverage shall only apply while riding as a passenger, and not as a pilot, operator or member of the crew, in or on (including boarding or alighting from):

- any civilian scheduled air carrier holding certificate, license or similar authorization for civilian scheduled air carrier transportation by the country of the Aircraft's registry, and which in accordance therewith files, prints, maintains and publishes schedules and tariffs for regular passenger service between named cities at regular and specified times, or any chartered flights operated by such carriers; or
- 2. any Aircraft operated by the Air Mobility Command (AMC) of the United States or by the similar military air transport service of any duly constituted governmental authority of any other recognized country; or
- 3. any powered Aircraft having a valid and current NC or N Standard Airworthiness Certificate issued by the Civil Aeronautics Administration of the United States, or its successor, or any similar certificate issued by the jurisdictional agency or authority of any other recognized country, and piloted by a person who then holds a valid and current Certificate of Competency of a rating authorizing him to pilot such Aircraft.}

{WAR RISK COVERAGE - We will pay the benefits described in the policy for an Accident which occurs to [an Insured] and which is caused by war or acts of war.

Exclusion Removal – For this Policy Hazard only General Exclusion [(2)(a)]is hereby deleted.

Area Covered - This coverage includes loss caused by or resulting from war or acts of war and will apply worldwide, except within the geographical limits of the United States of America, [Canada], its territories and possessions. {This coverage does not include an Insured's country of residence or permanent assignment, or any nation of which the Insured is a citizen, or any of the[following countries/countries shown on the Schedule of Benefits, and their territorial waters or airspace:

War Risk Excluded Countries: None]}

Total Limit of Liability - We will not pay more than the Maximum Benefit indicated on the Schedule of Benefits per Accident for the war risks covered under this Policy Hazard. This limit shall apply to injuries sustained by all [Insured's] from all acts of war in any consecutive [72 hour] period. If, but for this limitation, we would pay more than the Maximum Benefit, then the benefits we will pay to each [Insured] will be reduced in the same proportion, so that the total amount paid to all [Insured's], equals the Maximum Benefit.

Premiums and Coverage Subject to Change - The premiums, benefits, and area covered by this war risk coverage may be changed at any time by agreement between the [Policyholder] and us. This may be done as needed to reflect conditions which, in the opinion of the [Policyholder] or us, change the war risk exposure.

Termination - The [Policyholder] may cancel this war risk coverage at any time by sending written notice to us at our home office. This coverage will be canceled when we receive the [Policyholder]'s notice, or later if so specified. We may cancel this coverage at any time by sending at least [10 days'] written notice to the [Policyholder]'s most recent address in our records. We will promptly return any unearned premium that has been paid. Change or termination of this coverage will not affect a claim which begins while this coverage is in force.}

Annual Audit – The Policyholder will furnish the data stated below for each Insured who travels away from his/her country of residence or place of regular employment and enters the geographical limits, territorial waters, or airspace of a country identified on the audit form as a war risk country:

- 1. the Name of the Insured;
- 2. the Country or Countries traveled to by each Insured;
- 3. the Class and Principal Sum applicable to each Insured;
- 4. the date of departure and the date of return or the duration of each trip for each Insured.

Such data shall be furnished annually in arrears on the anniversary date of the policy and each 12 months thereafter, or as frequently as deemed necessary by the Company.}

{BOMB SCARE/BOMB EXPLOSION COVERAGE - We will pay the benefits described in the policy for a Loss to an Insured caused by or which results from a:

- Bomb Scare:
- 2. Bomb search; or
- 3. Bomb Explosion.

Such Loss must occur on the premises of the [Policyholder].

Additional Definitions - Wherever used in this coverage:

"Bomb" means any real or dummy explosive device placed with the intent to cause injury, damage or scare.

"Scare" means any real or false report of the presence of a Bomb on the premises of the [Policyholder].

"Explosion" means any Explosion of a Bomb on the [Policyholder's] premises whether or not the presence of the Bomb was reported in advance.}

(POLICY HAZARD LIMITATIONS

Aircraft Restrictions - If the Accident happens while [an Insured] is riding in, or getting on or off of, an Aircraft, we will pay benefits, but only if:

- 1. [the Insured] is riding as a passenger [only, and not] as a pilot or member of the crew; and
- 2. the Aircraft has a valid certificate of airworthiness; and
- 3. the Aircraft is flown by a pilot with a valid license; and
- the Aircraft is not being used for (i) crop dusting, spraying, or seeding; fire fighting; sky writing; sky diving or hang gliding; pipeline or power line inspection; aerial photography or exploration; racing, endurance tests, stunt or acrobatic flying; or (ii) any operation which requires a special permit from the FAA, even if it is granted (this does not apply if the permit is required only because of the territory flown over or landed on){, and
- 5. the Aircraft is a commercial, non-military Aircraft}{, or
- 6. the [Insured] is acting under official order of the U.S Armed Forces as a passenger, pilot or crew member on any Aircraft, except during duty in an area where Injury results in loss from insurrection, mutiny or disorder}.

Owned Aircraft Not Covered - We will not pay benefits for an Accident that occurs while riding in or getting off of any Owned, Leased, Operated or Controlled Aircraft.}

DESCRIPTION OF BENEFITS

(Applies to Classes as Shown on the Schedule of Benefits)

ACCIDENTAL DEATH, [DISMEMBERMENT, LOSS OF SIGHT, SPEECH AND HEARING, LOSS OF USE OR PARALYSIS] BENEFIT

If{, within [one year] from the date of an Accident covered by a Policy Hazard,} Injury from such Accident results in a Loss as listed below, we will pay the benefit set opposite the Loss. {If the [Insured] sustains more than one such Loss as the result of one Accident, we will pay only the largest Benefit Amount to which the [Insured] is entitled. This amount will not exceed the Principal Sum, as indicated on the Schedule of Benefits applicable to the [Insured].}{If the [Insured] sustains more than one such Loss as a result of one Accident, the total Benefit Amount payable shall not exceed the Principal Sum as indicated on the Schedule of Benefits applicable to the [Insured].}

<u>Loss</u>	Benefit Amount
[Loss of Life	The Principal Sum
Loss of Both Hands	The Principal Sum
Loss of Both Feet	The Principal Sum
Loss of Entire Sight of Both Eyes	The Principal Sum
Loss of One Hand and One Foot	The Principal Sum
Loss of One Hand and Entire Sight of One Eye	The Principal Sum
Loss of One Foot and Entire Sight of One Eye	The Principal Sum
Loss of Use of One Arm and One Leg	The Principal Sum
Loss of Use of Both Legs	The Principal Sum
Quadriplegia (total Paralysis of both upper and lower limbs)	The Principal Sum
Paraplegia (total Paralysis of both lower limbs)	One Half the Principal Sum
Loss of One Hand	One Half the Principal Sum
Loss of One Foot	One Half the Principal Sum
Loss of Entire Sight of One Eye	One Half the Principal Sum
Loss of Speech	One Half the Principal Sum
Loss of Hearing (both ears)	One Half the Principal Sum
Hemiplegia (total Paralysis of upper and lower limbs on one side of body)	One Half the Principal Sum
Loss of Hearing (One Ear)	One-Quarter the Principal Sum
Loss of Thumb and Index Finger of the Same Hand	One Quarter the Principal Sum]

{The Principal Sum applicable to [Insureds] of the [Policyholder] shall be the percentage shown in the [Schedule of Benefits/following schedule:

AGE AT DATE OF LOSS % OF PRINCIPAL SUM Less than 75 100%
Age 75 or more but less than [80] 50%
Age 80 or more 25%]}

Additional Definitions - Wherever used in this benefit:

{Loss of a hand or foot means complete Severance through or above the wrist or ankle joint [or with regard to use of arm or use of leg, the entire and irrecoverable loss of use of arm or leg]. Loss of sight means the total, permanent loss of sight of the eye. The loss of sight must be unrecoverable by natural, surgical or artificial means. Loss of a thumb and index finger means complete Severance through or above the metacarpophalangeal joints (the joints between the fingers and the hand).}

{Loss of Use means a Doctor must certify that such Loss is entire and irrecoverable [for at least 12 consecutive months].}

{Severance means the complete separation and dismemberment of the part from the body.}

{Paralysis means Loss of Use, without Severance, of a limb. This loss must be determined by a Doctor to be complete and not reversible.}

Exposure to the Elements and Disappearance - Subject to all other terms and conditions of the policy, we will pay the applicable benefit under this Benefit for an Insured's loss specified therein, which results from exposure to the elements [due to the forced landing, sinking, or wrecking of a vehicle in which the Insured was traveling, provided such incident occurs from an Accident covered by a Policy Hazard].

For purposes of this provision, an Insured will be presumed to have died if:

- 1. a conveyance in which the Insured is traveling disappears; sinks; or is wrecked; as a result of an Accident covered by a Policy Hazard; and
- 2. the Insured's body is not found within one year of the occurrence of the Accident.}

(INCREASED DISMEMBERMENT BENEFIT FOR CHILDREN

If{, within [one year] from the date of an Accident covered by a Policy Hazard,} Injury to Covered Dependent child from such Accident results in a Loss as listed below, we will pay the benefit set opposite the Loss. The Principal Sum for this benefit is indicated on the Schedule of Benefit and is paid in addition to any benefits paid under the Accidental Death, [Dismemberment, Loss Of Sight, Speech And Hearing, Loss Of Use Or Paralysis] Benefit for the same loss. {If the Covered Dependent child sustains more than one such Loss as the result of one Accident, we will pay only the largest Benefit Amount to which the Covered Dependent child is entitled. This amount will not exceed the Principal Sum applicable to the Covered Dependent child.} {If the Covered Dependent child sustains more than one such Loss as a result of one Accident, the total Benefit Amount payable shall not exceed the Principal Sum as indicated on the Schedule of Benefits applicable to the [Insured].}

Loss	Benefit Amount
[Loss of Both Hands	The Principal Sum
Loss of Both Feet	The Principal Sum
Loss of Entire Sight of Both Eyes	The Principal Sum
Loss of One Hand and One Foot	The Principal Sum
Loss of One Hand and Entire Sight of One Eye	The Principal Sum
Loss of One Foot and Entire Sight of One Eye	The Principal Sum
Loss of Use of One Arm and One Leg	The Principal Sum
Loss of Use of Both Legs	The Principal Sum
Quadriplegia (total Paralysis of both upper and lower limbs)	The Principal Sum
Paraplegia (total Paralysis of both lower limbs)	One Half the Principal Sum
Loss of One Hand	One Half the Principal Sum
Loss of One Foot	One Half the Principal Sum
Loss of Entire Sight of One Eye	One Half the Principal Sum
Loss of Speech	One Half the Principal Sum
Loss of Hearing (both ears)	One Half the Principal Sum
Hemiplegia (total Paralysis of upper and lower limbs on one side of body)	One Half the Principal Sum
Loss of Hearing (One Ear)	One-Quarter the Principal Sum
Loss of Thumb and Index Finger of the Same Hand	One Quarter the Principal Sum]

{This Benefit is subject to the following:

- 1. If the Covered Dependent child dies within 90 days of the same Accident due to Injuries sustained in the Accident, the total benefits payable will not exceed the Principal Sum.
- 2. In no event will the benefit payable for such Loss under all benefits of the Policy exceed the maximum benefit indicated on the Schedule of Benefits.}

Additional Definitions - Wherever used in this benefit:

{Loss of a hand or foot means complete Severance through or above the wrist or ankle joint [or with regard to the use of arm or use of leg, the entire and irrecoverable loss of use of arm or leg]. Loss of sight means the total, permanent loss of sight of the eye. The loss of sight must be unrecoverable by natural, surgical or artificial means. Loss of a thumb and index finger means complete Severance through or above the metacarpophalangeal joints (the joints between the fingers and the hand).}

{Loss of Use means a Doctor must certify that such Loss is entire and irrecoverable [for at least 12 months].}

{Severance means the complete separation and dismemberment of the part from the body.}

{Paralysis means loss of use, without Severance, of a limb. This loss must be determined by a Doctor to be complete and not reversible.}

(SPECIFIED ACCIDENTAL INJURY BENEFITS

We will pay the benefit set opposite the Loss resulting from an accident covered by a Policy Hazard, subject to the following:

- 1. The [Insured] sustains the specified accidental injury while the policy is in force.
- 2. The Loss occurs within [90 days] after the injury was sustained. However, if the Loss is a burn, treatment must occur within [72 hours].
- 3. The injury, directly and independently of all other causes results in the [Insured's] Loss.

<u>Loss</u> Fractures	Benefit Amount
[Hip	The Principal Sum
Thigh	The Principal Sum
Vertebrae	The Principal Sum
Pelvis	The Principal Sum
Skull	The Principal Sum
Leg	The Principal Sum
Foot	One Half the Principal Sum
Ankle	One Half the Principal Sum
Kneecap	One Half the Principal Sum
Arm	One Half the Principal Sum
Hand	One Half the Principal Sum
Lower Jaw	One Half the Principal Sum]
Dislocations	
[Hip	The Principal Sum
Knee	The Principal Sum
Shoulder	The Principal Sum
Foot	One Half the Principal Sum
Ankle	One Half the Principal Sum
Lower Jaw	One Half the Principal Sum
Wrist	One Half the Principal Sum
Elbow	One Half the Principal Sum
Burns	
2nd degree over 25% of the body or	
3rd degree covering at least 9 square inches of the body	The Principal Sum]

Additional Definitions - Wherever used in this benefit:

Loss means (1) with regards to dislocation the displacement of any part especially the temporary displacement of a bone from its normal position in a joint; and (2) with regard to burns, tissue injury resulting from excessive exposure to thermal, chemical, electrical or radioactive agents.}

(PERMANENT TOTAL DISABILITY BENEFIT

We will pay the Permanent Total Disability Benefit indicated on the Schedule of Benefits, on a [weekly/monthly] basis, if the [Insured]:

1. is injured in an Accident covered by a Policy Hazard;

- becomes Totally Disabled as a direct result, and from no other cause, within [30] days of the Accident;
- 3. continues to be Totally Disabled for [12] consecutive months;
- 4. is then Permanently Totally Disabled{; and
- 5. is less than age [70] at the time of the Accident.

The Permanent Total Disability Benefit will be reduced by the amount we have paid under the Accidental Death, [Dismemberment, Loss Of Sight, Speech And Hearing, Loss Of Use Or Paralysis] Benefit for loss by the [Insured] from the same Accident. In the event the Insured dies while Total and Permanent Disability Payments are being made the Accidental Death, [Dismemberment, Loss Of Sight, Speech And Hearing, Loss Of Use Or Paralysis] Benefit Principal Sum will be reduced by the amount we have paid under the Permanent Total Disability Benefit.

(Monthly benefits begin with the [13th] month, after the [Insured] has been Totally Disabled for [12] months, and will be paid until the earliest of:

- 1. the death of the [Insured];
- 2. the date the [Insured] ceases to be Permanently Totally Disabled; or
- 3. the total of all benefits paid or payable exceed the Accidental Death, [Dismemberment, Loss Of Sight, Speech And Hearing, Loss Of Use Or Paralysis] Benefit Principal Sum. If death occurs while benefit payments are being made, we will pay an amount equal to the balance of the Accidental Death, [Dismemberment, Loss Of Sight, Speech And Hearing, Loss Of Use Or Paralysis] Benefit Principal Sum.}

Additional Definitions - Wherever used in this benefit:

Totally Disabled means the [Insured] is unable to perform all the substantial and material duties of his or her occupation.

Permanently Totally Disabled means the [Insured] is:

- 1. unable to perform any work for which the [Insured] is, or may become, qualified by reason of education, training or experience;
- 2. this inability is expected to continue for the balance of the [Insured's] lifetime; and
- 3. items 1. and 2. are certified by a Doctor.

FELONIOUS ASSAULT BENEFIT - We will pay the Felonious Assault Benefit indicated on the Schedule of Benefits if the [Insured] [incurs a loss payable under Benefit A while]{:

- 1. on business for the [Policyholder]}{; or
- 2. on the [Policyholder]'s premises;}

and such loss is as a direct result of:

- 1. robbery or an attempt thereat;
- 2. kidnapping during a robbery; or
- 3. Felonious Assault inflicted by a person other than a [fellow employee or] member of the Insured's family or household.}

{SEATBELT {AND AIR BAG} BENEFIT - We will pay the Seatbelt Benefit indicated on the Schedule of Benefits if the [Insured's] death results from an Accident covered by a Policy Hazard and such Accident occurs while driving or riding in a Private Passenger Automobile equipped with seatbelts, and:

- 1. the seatbelt was in actual use and properly fastened at the time of the Accident; and
- 2. the use or position of the seatbelt is certified:
 - a. in the official report of the Accident; or
 - b. by the investigating officer.

However, if such certification is not available and it is unclear if the [Insured] was properly wearing a seatbelt, we will pay the Minimum Seatbelt Benefit, as indicated on the Schedule of Benefits. {In the case of a minor child, seatbelt means a child restraint device if appropriate to the child's age, approved by the National Highway Traffic Safety Administration, which is secured and being used as recommended by its manufacturer for children of like age and weight, at the time of the Accident.}

{We will pay the additional Air Bag Benefit, indicated on the Schedule of Benefits if [the Insured's] death occurred in a vehicle equipped with a factory installed air bag. [The Insured] must have been wearing the seat belt when the air bag inflates. In addition, the police report concerning the Accident must establish that the air bag inflated properly upon impact. No benefit will be paid due to a defect in the diagnostic system causing the air bag to inflate.}

Exclusions – In addition to the General Exclusions, for this benefit only, no Seatbelt {or Air Bag} Benefit will be paid for an Accident which occurs while the [Insured] is:

- 1. participating in a race, speed or endurance test;
- 2. not wearing a seatbelt for any reason; or
- 3. sharing a seatbelt.}

{COMMON CARRIER BENEFIT - We will pay the Common Carrier Benefit indicated on the Schedule of Benefits, if the [Insured incurs a loss payable under the Accidental Death, [Dismemberment, Loss Of Sight, Speech And Hearing, Loss Of Use Or Paralysis] Benefit], which occurs while riding as a passenger in {or being struck by} a Common Carrier {or in or at an airport, rail station or bus stop}. Riding includes getting into and out of the Common Carrier.

Additional Definition - Wherever used in this benefit:

"Common Carrier" means:

- 1. a public conveyance (including Aircraft) which is licensed for hire to carry fare-paying passengers {; or
- a transport Aircraft operated by the Air Mobility Command (AMC) or a similar air transport service of another country}.}

{COMMON ACCIDENT BENEFIT - We will increase the Insured Dependent Spouses Accidental Death, [Dismemberment, Loss Of Sight, Speech And Hearing, Loss Of Use Or Paralysis] Benefit to a total of 100% of the [Insured's] Principal Sum as indicated on the Schedule of Benefits, subject to a maximum of [\$250,000], if:

- 1. Loss of Life benefits are payable for both the [Insured] and his Insured Dependent Spouse under this policy; and
- Coverage for the Insured Dependent Spouse is in force on the date of the accident; and
 - a. Both the [Insured] and the Insured Dependent Spouse die within [one year] as the result of injuries sustained in the Common Accident; or
 - b. The [Insured] and the Insured Dependent Spouse die as the result of injuries sustained in separate accidents which occur within [90 days] of each other; and
 - c. Are survived by a minor child.

<u>Additional Definition</u> - Wherever used in this benefit:

"Common Accident" means an Accident, or separate Accidents that occur within the same 24 hours, and is covered by a Policy Hazard.}

EDUCATION BENEFIT - We will pay the Education Benefit indicated on the Schedule of Benefits for a Child of [the Insured] if:

- 1. the [Insured] dies as a result of an Accident covered by a Policy Hazard;
- 2. the [Insured] is survived by a Covered Dependent Child; and
- 3. such Child {before reaching age [25]}:

- a. [enrolls] as a full-time student in an accredited school beyond the 12th grade level; [or]
- b. {was enrolled at the 12th grade level on the date of the Accident and enrolls within [one] year of the Accident as a full-time student in an accredited school beyond the 12th grade level; and continues his or her education.}
- {c.} {incurs expense for: tuition; room and board; transportation and any other expenses payable to, or approved and certified by, the school {, and
- 4. such Child is a Covered Dependent child on the date of the injury.}

Payment will be made to the Child (or such Child's legal guardian) on an annual basis while the Child continues as a full-time student at any school beyond the 12th grade level, for [4] consecutive years.}

{SPOUSE RETRAINING BENEFIT - We will pay the Spouse Retraining Benefit indicated on the Schedule of Benefits if:

- 1. the Insured dies as a result of an Accident covered by a Policy Hazard;
- 2. the Insured is survived by a legal spouse; and
- 3. such spouse:
 - {a. is a Covered Person at the time of the Accident;}
 - b. enrolls within one year of the Insured's death, in an accredited school;
 - c. enrolls for the purpose of training or refreshing skills for employment; and
 - d. incurs expenses from such school.

The Spouse Retraining Benefit is payment of the expenses actually incurred for training or refreshing skills for employment within [36] months of the first training or refresher course session. In no event will benefits for spouse retraining exceed the maximum benefit indicated on the Schedule of Benefits.}

(SPOUSE CRITICAL PERIOD BENEFIT - We will pay the Spouse Critical Period Benefit indicated on the Schedule of Benefits to the surviving spouse of the Insured if:

- 1. the Insured dies as a result of an Accident covered by a Policy Hazard; and
- 2. coverage is in effect for the Insured on the date of the Accident; {, and
- 3. the souse is a Covered Person on the date of the Accident.}}

HOSPITAL CONFINEMENT BENEFIT - We will pay the Hospital Confinement Benefit indicated on the Schedule of Benefits if [an Insured] is confined to a Hospital as an Inpatient:

- 1. due to Injury which results from an Accident covered by a Policy Hazard;
- 2. at the direction and under the care of a Doctor;
- 3. within 30 days of the Accident; and
- 4. while coverage is in effect.

The Hospital Confinement Benefit will be paid for each month of continuous Hospital confinement after the Waiting Period up to the Maximum Benefit Period. Pro rata payments will be made for confinements of less than one month, but will not be less than the minimum daily benefit indicated on the Schedule of Benefits. Waiting Period is defined as the number of overnight stays the [Insured] spends in the hospital before benefits are payable.

{After the [Insured] has been Hospital confined for the Waiting Period, benefits will be retroactive to the [first] day of such confinement.} {Benefits are not paid for the Waiting Period.}

Separate Hospital confinements due to Injuries from the same Accident will be treated as one Hospital confinement, unless separated by at least [6 months].}

{ACCIDENT MEDICAL{/DENTAL} EXPENSE BENEFITS

When Benefits are Payable: We will pay benefits for those Covered Expenses incurred by [an Insured] for Injury sustained due to an Accident covered by a Policy Hazard and while insured under the policy, provided the first such Covered Expense is incurred within [90 days] after the date of the Accident.

{Covered Expenses must be incurred within [52 weeks] after the date of the Accident. A Covered Expense will be deemed to have been incurred when the service or Treatment to which it relates is provided.

Amount of Benefits Payable: The amount of the benefit payable will be the eligible Covered Expenses incurred in excess of the Deductible Amount (if any) as indicated on the Schedule of Benefits, subject to:

- 1. any Benefit Percentage amount applicable to such Covered Expense,
- 2. any maximum amount payable for a specific Covered Expense; and
- 3. any Benefit Maximum amount payable for all such Covered Expenses.

These amounts, if applicable, are as indicated on the Schedule of Benefits.

Payment of this benefit is subject to all other terms and conditions of the policy.

(Co-Payment Provision: If Co-payment charges are indicated on the Schedule of Benefits they apply to specified Covered Expenses incurred for Treatment and services resulting from a covered Injury.

{Excess Provision: Our liability for benefits due to Covered Expenses incurred for Treatments and services resulting from a covered Injury will be limited to that part of the Expense, if any, which is in excess of the total benefits payable for the same loss, on a provision of service basis or on an expense incurred basis under any other collectible policy or service contract.

Covered Expenses: Covered Expenses will be limited to the Usual, Customary and Reasonable Charges incurred by the Covered Person for Medically Necessary care and Treatment. Covered Expenses include:

- 1. {Hospital Room and Board Expenses: the daily room rate when Hospital Confined and general nursing care is provided and charged for by the Hospital. In computing the number of days payable under this benefit, the date of admission will be counted but not the date of discharge.}
- 2. {Ancillary Hospital Expenses: services and supplies including operating room, laboratory tests, anesthesia and medicines (excluding take home drugs) when Hospital Confined.}
- 3. {Daily [Intensive Care Unit/Cardiac Care] Unit Expenses: the daily room rate when Hospital Confined in a bed in the [Intensive Care Unit/Cardiac Care] Unit and nursing services other than private duty nursing services.]
- 4. {Registered Nurse Services Expenses for private duty nursing while Hospital Confined; these services must be ordered by a Doctor and a Medical Necessity.}
- 5. {Medical Emergency Care (room and supplies) Expenses: incurred within 72 hours of a Covered Accident and including the attending Doctor's charges, X-rays, laboratory procedures, use of the emergency room and supplies.}
- 6. {Ambulatory Surgical Center Expenses on account of outpatient surgery.}
- 7. {Outpatient Surgical Room and Supply Expenses for use of the surgical facility.}
- 8. {Outpatient diagnostic X-rays, laboratory procedures and tests Expenses.}
- 9. {Doctor Non-Surgical Treatment/Examination Expenses (excluding medicines) including the Doctor's initial visit, each necessary follow-up visit and consultation visits when referred by the attending Doctor.}
- 10. {Doctor's Surgical Expenses {Payment for surgery will be made based upon the surgical schedule as specified in the Schedule of Benefits.}. [If an Injury requires multiple surgical procedures through the same incision, We will pay only one benefit, the largest of the procedures performed. If multiple surgical procedures are performed during the same operative session but through different incisions, We will pay as shown in the Schedule of Benefits for the most expensive procedure and 50% of Covered Expenses for the additional surgeries.]}
- 11. {Assistant Surgeon Expenses when Medically Necessary}
- 12. {Anesthesiologist Expenses for pre-operative screening and administration of anesthesia during a surgical procedure whether on an Inpatient or outpatient basis.}

- 13. {Outpatient Laboratory Test Expenses}
- 14. {Physiotherapy Expenses on an Inpatient or outpatient basis and are limited as shown in the Schedule of Benefits; Expenses include treatment and office visits connected with such treatment when prescribed by a Doctor, including diathermy, ultrasonic, whirlpool, or heat treatments, adjustments, manipulation, massage or any form of physical therapy.}
- 15. {Post Surgical Physical Medicine Expenses and office visits connected with such treatment when prescribed by a Doctor.}
- 16. {X-ray Expenses (including reading charges) but not for dental X-rays}
- {Diagnostic Imaging Expenses: including Magnetic Resonance Imaging (MRI) and CAT Scan.}
- 18. {Dental Expenses including dental x-rays for the repair or treatment of each injured tooth that is whole, sound and a natural tooth at the time of the Accident.}
- 19. {Dental Expenses related to the installation of crowns, caps, bridges and dentures; oral surgery and endodontics; and repair or replacement of caps and crowns that existed prior to the Accident covered by a Policy Hazard.}
- 20. {Outpatient Registered Nurse Services if ordered by a Doctor.}
- 21. {Ambulance Expenses for transportation from the emergency site to the Hospital.}
- 22. {Rehabilitative braces or appliances prescribed by a Doctor. It must be durable medical equipment that 1) is primarily and customarily used to serve a medical purpose; 2) can withstand repeated use; and 3) generally is not useful to a person in the absence of Injury. No benefits will be paid for rental charges in excess of the purchase price.}
- 23. {Prescription Drug Expenses (for injuries only) prescribed by a Doctor and administered on an outpatient basis.}
- 24. {Medical Equipment Rental Expenses for a wheelchair or other medical equipment that has therapeutic value. We will not cover computers, motor vehicles or modifications to a motor vehicle, ramps and installation costs, eyeglasses and hearing aids.}
- 25. {Medical Services and Supplies: expenses for blood and blood transfusions; oxygen and its administration.}
- 26. {Eyeglasses, contact lenses and hearing aids when damage occurs in an Accident covered by a Policy Hazard that requires medical treatment.}
- 27. {Artificial limbs, eyes and larynx for initial acquisition and fitting. We will not pay for repair or replacement of artificial limbs, eyes or larynx.}
- 28. {Temporomandibular Joint / Craniomandibular Disorders: expenses for surgical and nonsurgical services including diagnostic and therapeutic procedures by a Doctor or dentist for treatment of a disorder caused by an Accident covered by a Policy Hazard. We will not pay for orthodontic braces, crowns, bridges, dentures, treatment of periodontal disease, dental root form implants or root canals.}
- 29. {Heart and Circulatory Conditions: expenses for treatment of a) heat exhaustion; b) heart attack; c) stroke; and d) burst aneurysm if the condition occurs during a Sponsored Activity.}
- 30. {Mental and Nervous Disorders / Psychotherapy Expenses: expenses for treatment of a disorder that results directly and independently of all other causes from an Accident covered by a Policy Hazard, while Hospital Confined or on an outpatient basis. Benefits are limited to one treatment per day. "Mental and Nervous Disorders" means Neurosis, psychoneurosis, psychopathy, psychosis, or mental or emotional disease or disorder of any kind. }
- 31. {Rehabilitation Care Facility Expenses for physical and occupational rehabilitation. Treatment must be provided in a duly licensed Rehabilitation Facility and be under the direction of a Doctor. "Rehabilitation Facility" means either of the following facilities providing physical therapy, occupational therapy or speech therapy pursuant to the law of the jurisdiction in which the treatment is received.
 - A Hospital or a special unit of a Hospital designated as a Rehabilitation Facility; or
 A free-standing facility.}
- 32. {Extended Care Facility Expenses for confinement if it begins within [5 straight days] after a Covered Person is Hospital Confined as a result of an Accident covered by a Policy Hazard. We will pay for treatment if a Doctor visits the Covered Person at least once every [30 days] and certifies the confinement is Medically Necessary.}

- 33. {Expanded Medical Benefit for Sports Conditions: for treatment of a) bursitis, b) sprains, c) hernia, d) strains, e) muscle tears, f) tendinitis, and g) repetitive motion injuries if these conditions are aggravated by participation in a Sponsored Activity.}
- 34. {Home Health Care Expenses for care and treatment including: a) part-time nursing care by or supervised by a registered graduate nurse; b) part-time home health aid services; c) physical, speech and occupational therapies when ordered by an attending Doctor and approved by Us; d) nutritional counseling; e) medial social services by a qualified social worker. Home Health care must begin within [5 straight days] after discharge from a Hospital [or Rehabilitation Care Facility. "Rehabilitation Care Facility" means either of the following facilities providing physical therapy, occupational therapy or speech therapy pursuant to the law of the jurisdiction in which the treatment is received.
 - a. A Hosptial or special unit of a Hospital designated as a Rehabilitation Facility, or
 b A free-standing facility.].}
- 35. {Extended Treatment Expenses: for services that for medical reasons could not be performed during the Benefit Period including a) surgery to remove pins, screws or other surgically implanted devices used to repair body parts or broken bones or joints; or b) treatment to repair disfigurement. We must receive notice of the deferred treatment and the estimated cost signed by a Doctor within 31 days after the Benefit Period ends for expenses to be covered.}
- 36. {Expenses due to an aggravation or re-injury of a prior injury resulting from an Accident covered by a Policy Hazard.}

In addition to the General Exclusions, Accident Medical {/ Dental} Expense Benefits are not payable under the policy for any of the following or loss that results therefrom:

- {1. Dental care or Treatment other than care of sound, natural teeth and gums required due to an Injury resulting from an Accident while the Covered Person is insured under the Policy, and rendered within [12 months] of the Accident.
- War or any act of war, declared or undeclared; or while serving in the armed forces of any country (a pro-rata premium will be refunded for such period of service).
- {3. Participation in a riot or civil disorder; fighting or brawling, except in self-defense; commission of or attempt to commit a felony.
- {4. Suicide, attempted suicide or intentionally self-inflicted Injury while sane or insane.
- {5. Injury or death contributed to by the use of drugs or alcohol, unless administered by a Doctor.}
- (6. Operating any vehicle while under the influence of alcohol or without being properly licensed and insured to do so.)
- {7. Participation in, practice for, or orthopedic equipment and appliances used for; [intercollegiate tackle football; intercollegiate sports; semi-professional sports; or professional sports], (except as specified in the Coverage Descriptions). }
- {8. Expenses greater than [\$5,000] for treatment of Injuries sustained by reason of participation in or, practice for; [intercollegiate tackle football; intercollegiate sports; semi-professional sports; or professional sports].}
- {9. Skydiving, parachuting, hang gliding, glider flying, parasailing, sail planing, bungee jumping, [or flight in any type of Aircraft, except while riding as a fare-paying passenger on a regularly-scheduled airline].}
- {10. Treatment, services or supplies provided by a Hospital or facility owned or run by the United States Government, unless a charge is made for such services in the absence of insurance; or in a Hospital which does not unconditionally require payment. }
- {11. Injury covered by Worker's Compensation or Employer's Liability Laws, or by any coverage provided or required by law (including, but not limited to group, group type, and individual automobile "No-Fault" coverage).
- {12. Charges used to meet any deductible, or in excess of the coinsurance level, or in excess of those considered Usual, Customary, and Reasonable Charges. }
- {13. Treatment or services provided by any member of the Covered Person's immediate family; or for which no charge is normally made. }

- {14. Treatment, services or supplies provided or paid for by any governmental program or law, except Medicaid. }
- {15. Expenses greater than [\$5,000] for treatment of Injuries sustained by reason of a covered motor vehicle accident. }
- {16. Acupuncture. }
- {17. Outpatient treatment for Physiotherapy, except for a condition that required surgery or Hospital confinement within 30 days immediately preceding such Physiotherapy or within 30 days of the Doctor's release for rehabilitation from such Hospital.
- {18. Injury sustained as a result of riding in or on a two or three-wheeled motor vehicle, or riding in or on a snowmobile. }
- {19. Outpatient Prescription Drugs. }
- {20. Supplies, except as otherwise provided in the Policy. }

Additional Definitions - Wherever used in this benefit:

"Medically Necessary" or "Medical Necessity" means the services or supplies provided by a Hospital, Doctor, or other provider that are required to identify or treat an Injury and which are: (1) consistent with the symptom or diagnosis and Treatment of the Injury; (2) appropriate with regard to standards of good medical practice; (3) not solely for the convenience of the Covered Person; (4) the most appropriate supply or level of service which can be safely provided. When applied to the care of an Inpatient, it further means that the Covered Person's medical symptoms or condition requires that the services cannot be safely provided as an Outpatient.

"Treatment" means a specific in-office or Hospital physical examination of, or care rendered to, the Covered Person.

"Usual, Customary, and Reasonable Charges" - "Usual" means those charges made by a provider for services and supplies rendered to all patients for the same or similar Injury; "Customary" means those charges made by the majority of providers in the area for the same or similar services or supplies. "Reasonable" means those charges that do not exceed the majority of prevailing fees in the area for the same or similar services or supplies. Area means a county or larger geographically significant area as determined by the Company.}

[CHILD CARE BENEFIT - We will pay the Child Care Benefit indicated on the Schedule of Benefits for [each Child] of [the Insured] if:

- 1. the [Insured] dies as a result of an Accident covered by a Policy Hazard;
- 2. the [Insured] is survived by a Child who is less than age [13]; and
- 3. such Child:
 - a. is enrolled for child care with a Child Care Provider; or
 - b. has been enrolled for child care with a Child Care Provider and will be receiving child care within [365 days] after the date of the [Insured's] death,{and,
- coverage for the Insured's Dependents is in force on the date of the Accident.

Benefits are payable for up to five consecutive 12 month periods or until the date that the child attains age [13], whichever occurs first.

Payment will be made to the surviving legal spouse who has custody of the Child. If there is no surviving spouse or the Child does not live with the spouse, benefits will be paid to the Child's legal guardian. Benefit payments will be made at the end of each [12 month] period, based on documented expenses. A [12 month] period begins when the Child first enters child care with a Child Care Provider after the [Insured's] death or the first of the month following the [Insured's] death if at the time the Child was already receiving child care.

Proof of enrollment with a Child Care Provider satisfactory to us for [each Child] includes, but will not be limited to, the following:

1. a copy of the Child's approved enrollment application for child care from a Child Care Provider;

- 2. evidence of payment to a Child Care Provider;
- 3. a letter from the Child Care Provider stating that the Child:
 - a. is attending child care; or
 - b. has been enrolled for child care and will be attending within [365 days] of the date of the [Insureds] death.

Proof of enrollment must be sent to us prior to the last day of the [12th month following the date of death.]

{We will pay {the Minimum Amount for} the Child Care Benefit indicated on the Schedule of Benefits in accordance with the Claims provision for payment of benefits for Loss of life if:

- 1. a Loss of Life Benefit is payable because of the [Insured's] death; and
- 2. no person qualifies as a Child eligible for the Child Care Benefit. }

Additional Definitions - Wherever used in this benefit:

{"Child" means the [Insured's] {unmarried} child, stepchild, legally adopted child, child in the process of adoption or foster child who resides with and is primarily dependent on [the Insured for financial support and maintenance] {and otherwise eligible children who are born or brought into a civil union that has been established according to applicable law} }.

"Child Care Provider" means a facility that or an individual who provides a program of child care that:

- 1. is operated in a private home, school or other facility; and
- 2. makes a charge for the care of children; and
- 3. holds a valid license as a child care center or is operated by an individual who holds a valid license to provide child care, if such licensing is required by the state or jurisdiction in which it is located; or
- 4. if licensing is not required, provides child care on a daily basis for 12 months a year.}

COMA BENEFIT - We will pay the Coma Benefit indicated on the Schedule of Benefits if, as a result of an Accident covered by a Policy Hazard, [an Insured's] Injury results in a Coma. The [Insured] must become Comatose within [31 days] of the Accident.

Benefits payments will begin after the [Insured] has been comatose for [31 days] and will be paid until the earliest of the end of the:

- 1. month in which the [Insured] dies;
- 2. [11th] month for which this benefit is payable;
- 3. month in which the [Insured] recovers from the Coma.

{If Coma Benefits are payable, benefits will not be payable under the Permanent Total Disability Benefit in the Policy.}

The Coma Benefit will be reduced by the amount we have paid under the Accidental Death, [Dismemberment, Loss Of Sight, Speech And Hearing, Loss Of Use Or Paralysis] Benefit for loss by the [Insured] from the same Accident. In the event the [Insured] dies while Coma Benefit payments are being made the Principal Sum will be {further} reduced by the amount we have paid under the Coma Benefit.

{If the [the Insured]:

- 1. dies from {any cause} {or as a result of the covered Accident} while this Coma Benefit is payable {; or
- 2. remains Comatose after this Coma Benefit is payable for [11] straight months},

we will pay the lump sum benefit indicated on the Schedule of Benefits reduced by the amount of any benefit under the Accidental Death, [Dismemberment, Loss Of Sight, Speech And Hearing, Loss Of Use Or Paralysis] Benefit which was paid to the [Insured] for the loss caused by the covered Accident. In the

event the lump sum benefit is paid, no further benefit will be paid under the Policy under the Accidental Death, [Dismemberment, Loss Of Sight, Speech And Hearing, Loss Of Use Or Paralysis] Benefit .}}

Additional Definition - Wherever used in this benefit:

A person is considered "Comatose" or in a "Coma" if such person as the result of a covered accident, is in a profound state of unconsciousness, from which one can not be aroused and is unable to respond to external or internal stimuli, as verified by a Doctor.

(CONTINUATION OF MEDICAL COVERAGE BENEFIT - We will pay the Continuation of Medical Coverage Benefit indicated on the Schedule of Benefits if the Insured's death results from an Accident covered by a Policy Hazard, and the Insured's Eligible Dependents:

- 1. are Covered Dependents under this policy; and
- 2. elect to continue medical coverage in accordance with the Consolidated Omnibus Reconciliation Act of 1985, as then constituted and later amended (COBRA), or any other mandated state continuation law.

The amount of the additional benefit will be payable for a twelve (12) month period for which medical coverage premium was paid by the surviving [Covered Person].

The request for reimbursement and valid proof of claim must be received within 60 days after each 12 month period of continued medical coverage. The benefit will be paid annually to the surviving [Covered Person], and will be paid for [12 months], or the length of time the surviving [Covered Person] is covered under the COBRA or state mandated continuation of medical coverage, whichever is less.

Benefits will cease to be payable under this Continuation of Medical Coverage Benefit when:

- 1. the [Covered Persons] are no longer eligible for continuation of medical coverage; or
- 2. all benefits under this policy have been exhausted; or
- 3. proof, satisfactory to us, that continuation of medical coverage is in effect for the [Covered Persons] is not received.

Important Notice

This Benefit in no way guarantees any rights to continue coverage under the provisions of COBRA or any other mandated state continuation law. The [Policyholder] is responsible for providing full and complete notice of any continuation offer regarding medical coverage.

The availability of this Benefit does not mean that the [Covered Person] does not have to elect continuation of medical coverage through the [Policyholder]. This Benefit is not COBRA or any other mandated state continuation law continuation. }

{HIV OCCUPATIONAL ACCIDENT BENEFIT - If, as a direct result of an Injury as defined in this Benefit the Insured test HIV Positive, we will pay the lump sum HIV Occupational Accidental Benefit indicated on the Schedule of Benefits.

In order to receive this Benefit, the Insured must:

- 1. file with [the Policyholder], within [48 hours] of the accident, an incident report (notice of exposure), on a form satisfactory to the Administrator, which describes the nature of the exposure to HIV;
- submit such incident report to the Administrator as soon as reasonably possible after the accident;
- not have previously tested positive for HIV, or if the Insured had previously tested positive for HIV, the Insured must have subsequently tested negative for HIV prior to the date of the accident;

- 4. submit to [the Policyholder], as soon as reasonably possible, proof that the Insured tested negative for HIV in a preliminary screening test, such as an ELISA or other appropriate Food and Drug Administration (FDA) approved test (other than saliva or urine testing) within [48 hours] of the Injury at an authorized laboratory other than the laboratory of [the Policyholder]; and
- thereafter, test HIV Positive within [26 weeks] of the date of the Injury reported in item 1.
 above.

We must receive notification of HIV Positive test results as soon as reasonably possible. This Benefit will be paid in accordance with the policy's Claim Provisions after we receive proof of HIV test results as indicated in this Benefit.

Payment will not be made for any cost incurred for HIV tests or any related testing. In no event will we provide benefits for HIV, acquired immune deficiency syndrome (AIDS), AIDS related complex (ARC), or any complications arising there from, except as specifically provided in this Benefit.

Additional Definitions - Wherever used in this benefit:

"HIV" means human immunodeficiency virus.

"HIV Positive" means [the presence of HIV antibodies in the Insured's blood as substantiated through both a positive screening test enzyme-linked immunosorbent assay (ELISA), and a positive supplement test such as Western Blot. All such tests must be approved by the Food and Drug Administration (FDA) with the interpretation of positive results as specified by the manufacturer(s).]

"Injury" means an accidental:

- cutaneous exposure through abraded skin;
- 2. percutaneous exposure; or
- 3. mucocutaneous exposure;

that occurs while the Insured is covered by this Benefit and Actively at Work.}

HOME ALTERATION AND VEHICLE MODIFICATION BENEFIT - We will pay the Home Alteration and Vehicle Modification Benefit indicated on the Schedule of Benefits if:

- 1. due to an Accident covered by a Policy Hazard, the [Insured] suffers a Loss, other than Loss of Life, for which a benefit is payable; and
- 2. such Injury subsequently requires the use of a wheelchair to be ambulatory.

Payment will be made for the expenses actually incurred within [180 days] from the date of the Accident for the one-time cost of:

- 1. alterations to the [Insured's] principal residence to make it wheelchair accessible and habitable; and
- 2. modifications necessary to a motor vehicle utilized by the [Insured] to make the vehicle accessible or drivable for the [Insured];

provided:

- 1. home alterations are made by persons experienced and licensed in such alterations; and
- 2. vehicle modifications are carried out by persons who are members of the National Mobility Equipment Dealer's (NMEDA) Quality Assurance Program and registered with the National Highway Traffic Safety Administration (NHTSA).

In no event will benefits for home alteration and vehicle modification exceed the applicable maximum benefit indicated on the Schedule of Benefits.}

{CRITICAL BURN BENEFIT - We will pay the Critical Burn Benefit indicated on the Schedule of Benefits if, as a result of an Accident covered by a Policy Hazard, the [Insured] is Critically Burned and requires reconstructive or cosmetic surgery.

{In no event will the total of all benefits paid for any one Insured for any one Accident, under this benefit and the Accidental Death, [Dismemberment, Loss Of Sight, Speech And Hearing, Loss Of Use Or Paralysis] Benefit exceed that [Insured's] Principal Sum.}

Additional Definition - Wherever used in this benefit:

"Critically Burned" means 3rd degree burns over 25% of the body or permanent disfigurement to the point of requiring reconstructive or cosmetic surgery as certified by a Doctor. }

{BRAIN DAMAGE BENEFIT - We will pay the Brain Damage Benefit indicated on the Schedule of Benefits if, as a result of an Accident covered by a Policy Hazard, the [Insured] suffers Brain Damage. The Brain Damage must:

- 1. manifest itself within [30 days] of the Injury;
- require hospitalization of at least [7 days] during the first [60 days] following the Accident;
- 3. persist for [12 consecutive months] after the date of the Accident.

{In no event will the total of all benefits paid for any one [Insured] for any one accident, under this benefit and the Accidental Death, [Dismemberment, Loss Of Sight, Speech And Hearing, Loss Of Use Or Paralysis] Benefit exceed that [Insured's] Principal Sum.}

Additional Definition - Wherever used in this benefit:

"Brain Damage" means accidental cranial trauma resulting in permanent deterioration and/or loss in intellectual capacity as evidenced by a rating level [V] or below on the Rancho Los Amigos Cognitive Scale for a continuous period of at least [12 months] following the Injury as determined by a Doctor based on laboratory and clinical findings. }

{THERAPEUTIC COUNSELING BENEFIT - We will pay the Therapeutic Counseling Benefit indicated on the Schedule of Benefits if, as a result of an Accident covered by a Policy Hazard, the [Insured] suffers a loss for which an Accidental Death, [Dismemberment, Loss Of Sight, Speech And Hearing, Loss Of Use Or Paralysis] Benefit is payable under this policy.

We will pay a benefit for Therapeutic Counseling for the [Insured] who suffered the loss and any Family Member. The counseling must be received within [365] days of the Loss.

Additional Definitions - Wherever used in this benefit:

"Therapeutic Counseling" means treatment or counseling provided by a licensed therapist or counselor registered or certified to provide psychological treatment or counseling. Such therapist or counselor cannot be any person who is related to the [Insured] or the [Insured's] spouse in any of the following ways: [spouse; parent (includes stepparent); brother or sister (includes stepbrother or stepsister); or child (includes legally adopted stepchild).]

"Family Member" means the [Covered Person] and any Eligible Dependents as applicable.

TRAVEL CARE BENEFITS

{Emergency Medical Evacuation Benefit - We will pay the Emergency Medical Evacuation Benefit if medical evacuation is required for the [Insured] due to Injury {or Sickness} while traveling [outside the Insured's country of domicile]. Benefits will be paid for the reasonable expenses incurred for medical evacuation, up to the benefit maximum indicated on the Schedule of Benefits.

Reasonable expenses include:

- 1. immediate transportation to the nearest Hospital able to provide treatment;
- 2. after treatment in a local Hospital, transportation to the [Insured's] home or a Hospital in the [Insured's] home country; and
- 3. medical services and supplies needed during the evacuation.

The evacuation must be ordered by a Doctor who certifies the severity of the condition warrants evacuation.

Transportation must be by the most direct and economical route which is medically appropriate.}

[Medical Disability Repatriation Benefit - We will pay the Medical Disability Repatriation Benefit for the expense of returning the [Insured] to his or her [country of domicile], if [the Insured] became Totally Disabled while traveling outside [such country of domicile]. Benefits will be payable up to the benefit maximum indicated on the Schedule of Benefits and are limited to those expenses which would not have been incurred but for the disability.}

(Companion Travel Benefit - We will pay the Companion Travel Benefit if the [Insured] is hospitalized due to Injury (or Sickness) while traveling [outside the Insured's country of domicile], in order to:

- 1. return dependent children under age [16] to home (if necessary, services of a non-family escort is also covered);
- 2. return a travel companion home who forfeited his or her return air fare due to the medical emergency; and
- 3. allow one family member or one friend to visit the hospitalized person if hospitalization lasts longer than [10] days.

The Companion Travel Benefit is the payment of an economy airfare ticket.}

{Repatriation of Remains Benefit - We will pay the Repatriation of Remains Benefit, if the [Insured] dies due to Injury {or Sickness} while traveling [outside the Insured's country of domicile], for reasonable expenses incurred in the repatriation of his or her remains. Benefits will be paid up to the benefit maximum indicated on the Schedule of Benefits.

Reasonable expenses include:

- 1. documentation and authorization from the authorities;
- 2. embalming or cremation;
- 3. an appropriate coffin or urn designed for transportation of mortal remains;
- 4. transportation of mortal remains to burial place in his or her home country. Transportation must be by the most direct and economical route. Transportation expenses for accompanying the body, visitation or funeral expenses are not covered.}

{Sickness Exclusion Deletion and Coverage Provision – For the Travel Care Benefits only, the Sickness or disease exclusion does not apply. Benefits are payable for a Sickness or disease for which the Covered Person first seeks medical attention while a Covered Person's coverage is in force.}

{Covered Person Residing Outside the Country - During the [30] days after the [Insured] takes up residence outside his or her country of principal domicile, the Travel Care Benefits apply regardless of whether or not [the Insured] is away from the foreign residence. Thereafter, coverage applies only while on a trip of over [150] miles from the foreign residence.}

(Coordination of Benefits – Travel Care Benefits shall be reduced by amounts payable under:

- 1. other group insurance or an HMO plan;
- 2. Worker's Compensation or occupational disease act or law; and
- 3. any government health plan.}}

(ACCIDENT WEEKLY INCOME BENEFIT - We will pay the Accident Weekly Income Benefit indicated on the Schedule of Benefits, after satisfaction of the Waiting Period, if, as a result of an Accident covered by a Policy Hazard, an Insured becomes Totally Disabled, subject to the following:

- 1. Total Disability commences within [30 days] of the date of the Accident which resulted in the Disability;
- 2. The Insured is under the regular care and treatment of a Doctor; and
- 3. The Insured is able to provide proof of Total Disability.

Benefits will be payable for each week the Insured remains Totally Disabled. For periods of less than a full week, benefits will be paid on a pro-rata basis.

Benefits will cease on the date the Insured:

- 1. has been paid for the maximum benefit period indicated on the Schedule of Benefits;
- 2. dies
- 3. is no longer Totally Disabled; or
- 4. returns to Active Work.

We may require the Insured to submit proof of continued Total Disability from time to time, as often as is reasonably necessary. Failure to provide such proof may result in termination of benefit payments.

No benefits are payable for Total Disability caused by Sickness.

{Benefits During Rehabilitation - With our written permission, the Insured may continue to receive benefits under this section while earning income from employment of not more than 15 hours per week. In such a case, benefits will be payable only to the extent that the Insured's income from such employment, combined with this benefit, does not exceed 100% of the Insured's income prior to becoming Totally Disabled. Benefits during rehabilitation will be payable for periods of [3 months] after which, the Insured must request such benefits for an additional period.}

Extension of Benefits - Termination of the Policy during a period of Total Disability will not affect the payment of benefits under this section.}

The Accident Weekly Income Benefit Amount and Waiting Period are indicated on the Schedule of Benefits.}

GENERAL EXCLUSIONS

{Benefits will not be paid for [an Insured's] loss that:

- 1. is caused by or results from [the Insured's] own:
 - a. intentionally self-inflicted Injury, suicide or any attempt thereat while sane or insane (in Missouri this applies only while sane.);
 - b. voluntary {intoxication,} self-administration of any drug or chemical substance not prescribed by, and taken according to the directions of, a Doctor (Accidental ingestion of a poisonous substance is not excluded.);
 - participation in a riot or insurrection {except while on official duty as a peace officer};
 - d. engaging in any illegal or criminal enterprise or activity;
- 2. is caused by or results from:
 - (a. declared or undeclared war or act of war {including resistance to armed aggression};)
 - {b. an act of terrorism;}
 - {c. an Accident which occurs while the [Insured] is on active duty service in any Armed Forces. Send us proof of service. We will refund any premium paid for this time. (Reserve or National Guard active duty for training is not excluded unless it extends beyond 31 days.);}
 - {d. hernia whenever and however sustained; {stroke, coronary occlusion or rupture}}
 - e. aviation, except as specifically provided in the Policy;
 - f. sickness, disease, bodily or mental infirmity or medical or surgical treatment thereof, bacterial or viral infection, regardless of how contracted. This does not include bacterial infection that is the natural and foreseeable result of an accidental cut or wound or accidental food poisoning.
 - {g. nuclear reaction or the release of nuclear energy. However, this exclusion will not apply if the loss is sustained within [180] days of the initial incident and: (i) the loss was caused by fire, heat, explosion or other physical trauma which was a result of the release of nuclear energy; and (ii) the Covered Person was within a 25-mile radius of the site of the release either:
 - i. at the time of the release; or
 - i. within 24 hours of the start of the release. }
 - {h. Accidental bodily Injuries occurring while the Insured is flying in any Aircraft being used for field or crop dusting or spraying, seeding, fire fighting, sky writing, pipe-line inspection, aerial photography, hunting, exploration, racing or endurance tests, or exhibition stunt flying.}
 - {i. Accidental bodily Injuries occurring while the [Insured] is flying in any Aircraft owned or operated by the [Policyholder].}}

{AGGREGATE LIMIT OF LIABILITY

Aggregate Limits of Liability are shown on the Schedule of Benefits. We will NOT be liable for any amount over such limit for any one Accident under [the applicable Plan]. If the total amount of benefits to be paid to all Covered Person's under a [Plan] of the policy is more than the applicable Aggregate Limit of Liability, the benefit amount payable for a specific Covered Person's loss under the [Plan] will be determined as a proportionate share of the Aggregate Limit of Liability.}

PREMIUM PROVISIONS

Premium Rates. Rates are provided on a group basis. Premiums are shown on the [application]. {The first premium payment is due on the [Policy] Effective Date. Subsequent premiums are due as indicated on the [application].} {Premium must be paid to the Administrator on or before the premium due date {and not more than [31 days] after the effective date of an eligible person's coverage}.} A person's coverage will not be affected by the Policyholder's failure, due to clerical error, to remit premiums to the Administrator on time.

Changes in Premium Rates. We may change premium rates on the earlier of the following:

- 1. On or after the date indicated on the Schedule of Benefits through which premium rates have been guaranteed. After such a change in premium, no additional change will be made for an additional 12 months, or longer if agreed to in writing by us, except as otherwise provided in this section:
- 2. the date the terms of Eligibility or benefits under the [policy] are amended or modified;
- 3. the date the [policy] is modified to provide coverage for a subsidiary, division, or affiliate of the [Policyholder];
- 4. the date there is a change in the risk factors bearing on the risks covered under the policy;
- 5. the date there is a change in, or addition to, Federal or State law which directly affects our benefit obligation; or
- 6. the date we discover a misrepresentation of the information provided by the [Policyholder] upon which we relied to establish the premium rates.

We will give prior written notice of any change in premium rates to the [Policyholder]. Such notice will be given no sooner than the number of days indicated on the Schedule of Benefits before the effective date of the increase unless the [Policyholder] and we agree otherwise.

Premiums for additional benefits or increased insurance becoming effective during a month in which the [policy] is in force will be charged from the first day of the month in which the change becomes effective.

Premiums for insurance terminating during a month in which the [policy] is in force will cease at the end of the month in which the insurance coverage terminates. Nothing in this provision will extend insurance beyond the date it would have otherwise ended.

Grace Period. A grace period will be granted to the [Policyholder] for payment of each premium due after the first premium, during which grace period, coverage under the policy will continue in force, but the [Policyholder] will remain liable to us for any unpaid premium. The grace period is indicated on the Schedule of Benefits, but such period will never be less than 31 days.

CLAIM PROVISIONS

Notice of Claim - Notice of Claim. Written notice of claim must be given within 30 days after a loss occurs, or as soon as reasonably possible. The notice must be given to the Administrator. Claims should be sent to:

National Guardian Life Insurance Company [c/oTPA Name and Address]

Claim Forms - When the Administrator receives notice of claim that does not contain all necessary information or is not on an appropriate claim form, forms for filing proof of loss will be sent to the claimant along with a request for any missing information. If these forms are not sent within 15 days after receiving notice of claim, the claimant will meet the proof of loss requirements if the Administrator is given, within 90 days, written proof of the nature and extent of the loss. The notice should include the Insured's name, the [Policyholder] and the policy number.

Proof of Loss - Written proof of loss must be furnished to the Administrator in case of claim for loss for which the policy provides periodic payment contingent upon continuing loss within 90 days after the end of the period for which we are liable. Written proof that the loss continues must be furnished to the Administrator at intervals required by us.

In case of claim for any other loss, proof must be furnished within 90 days after the date of such loss.

If that is not reasonably possible, we will not deny or reduce any claim if proof is furnished as soon as reasonably possible. Proof must, in any case, be furnished not more than a year later, except for lack of legal capacity.

Time of Payment of Claims - Benefits due under the policy for a loss, other than a loss for which the policy provides installments, will be paid immediately upon receipt of due written proof of such loss.

Subject to due written proof of loss, all accrued benefits for loss for which the policy provides installments will be paid Monthly; any balance remaining unpaid upon the termination of liability will be paid immediately upon receipt of due written proof, unless otherwise stated in the Description of Benefits.

Payment of Claims - Benefits for the Insured's loss of life will be paid to the beneficiary named in [our] records, if any, at the time of payment. If there is no named beneficiary or surviving beneficiary, the Insured's loss of life benefits will be paid in one sum to the first surviving class of the following:

- the beneficiary named to receive the Insured's proceeds under any applicable group life insurance coverage through the [Policyholder];}
- 2. legal spouse;
- 3. child or children;
- {4. mother or father;
- 5. sisters or brothers;} or
- 6. the estate of the Insured.

If we are to pay benefits to the estate or to a person who is incapable of giving a valid release, we may pay up to \$1,000 to a relative by blood or marriage whom we believe is equitably entitled. This good faith payment satisfies our legal duty to the extent of that payment.

Any other accrued benefits which are unpaid at the Insured's death may, at our option, be paid either to the Insured's beneficiary or estate. All other benefits, unless specifically stated otherwise, will be paid to the Insured.

(Change of Beneficiary - The Insured can change the beneficiary at any time by giving [us] written notice. The beneficiary's consent is not required for this or any other change which the Insured may make unless the designation of beneficiary is irrevocable.}

{Individual Reinstatement: If an Insured's coverage is terminated, it may be reinstated if the Insured is:

- 1. on an approved leave of absence; or
- 2. on temporary lay-off.

Such person must return to Active Work with you within the period of time shown on the Schedule of Benefits (Individual Reinstatement). He must also be a member of a class eligible for this insurance.

Unless a person is returning after having resigned or having been discharged, he will not be required to fulfill the eligibility requirements of this policy again. The insurance will go into effect on the date he returns to Active Work.}

Physical Examination and Autopsy - We will pay the cost and have the right to have the Covered Person examined as often as reasonably necessary while the claim is pending. We can have an autopsy made at our expense unless prohibited by law.

Legal Actions - No action at law or in equity shall be brought to recover benefits under the Policy less than 60 days after written proof of loss has been furnished as required by the policy. No such action shall be brought more than 3 years after the time written proof of loss is required to be furnished.

GENERAL PROVISIONS

Incontestability. The validity of the policy will not be contested after it has been in force for two years from the Policy Effective Date, except for non-payment of premium. {The validity of a Participating [Organization's] coverage under the policy will not be contested after such coverage has been in force for two years from the Participating [Organization's] Effective Date, except for non-payment of premium.} After a person has been covered under the policy for two years, no statement made by such person will be used to contest a claim under the policy. We can only contest coverage if the misstatement is made in a written instrument signed by such person and a copy is given to the [Policyholder], the signor or the signor's beneficiary.

Workers' Compensation Insurance - The policy is not in lieu of and does not affect any requirement for coverage under any Workers' Compensation Insurance.

Clerical Error. A purely clerical error, that arises from other than a failure to perform administrative duties hereunder, whether by the [Policyholder] or us, will not void the insurance of any Insured if that insurance would otherwise have been in effect; nor will it extend insurance of such person if that insurance would otherwise have ended or been reduced as provided by the policy. Clerical error may be, by illustration but not limitation, errors in transcription or computation, but is not, by illustration but not limitation, a failure to advise Insureds of procedural requirements.

Assignment. {The policy is non-assignable.} {An Insured may {not} assign his or her rights, privileges and benefits under the policy {without the consent of his or her beneficiary. We are not bound by an assignment until the Administrator receives and files a signed copy. We are not responsible for the validity of assignments. The assignee only takes such rights as the assignor possessed and such rights are subject to state and federal laws and the terms of the policy}.}

Policy Termination - We may terminate coverage on or after the first anniversary as of any premium due date {by providing the Policyholder with [60] days advance written notice}. The [Policyholder] may terminate its coverage on any premium due date {by providing us with [60] day advance written notice}. {Written notice must be given at least 31 days prior to such premium due date.} Failure by the [Policyholder] to pay premiums when due or within the grace period shall be deemed notice to us to terminate coverage at the end of the period for which premium was paid.

Termination will not affect a claim for a covered loss due to an Accident which occurred while coverage was in effect.